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FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. September 23, 2014

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on September 16, 2014

II. CONSENT AGENDAS (ITEMS 1 THROUGH 23)

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

*****CITY AND COUNTY JOINT MEETING TO FOLLOW*****

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 23)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated September 22, 2014.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2014</u>	<u>(Consumption on Premises)</u>
German Grandos	Usuluteco Restaurant**	1714 East Northern St.
Liyong Chen	Kirin Court**	511 South West St.
<u>Renewal</u>	<u>2014</u>	<u>(Consumption off Premises)</u>
Mohammad Hossain	H Enterprise LLC***	1818 South Broadway
Iveliss Rodriguez	MDN LLC d/b/a Foodmart***	2849 West 13th North

**General/Restaurant (need 50% or more gross revenue from sale of food)

***Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Revised Paving Petition for Southern Shores Addition. (District IV)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Deeds and Easements:

- a. List of Deeds and Easements.

RECOMMENDED ACTION: Accept documents.

6. Consideration of Street Closures/Uses.
 - a. Community Events – Oktoberfest. (District I)
 - b. Community Events - Kansas Fallen Firefighters Memorial (District III)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

7. Agreements/Contract:
 - a. Renewal of the Contract – Kansas Department of Health and Environment Air Quality Program Grants.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

8. Design Services Agreement:
 - a. Supplemental Design Agreement for Waste Water Treatment Plant No. 2 UV Disinfection System. (District III)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

9. Minutes of Advisory Boards/Commissions

Wichita Historic Preservation, August 11, 2014
Airport Advisory Board, August 4, 2014
Board of Building Code Standards and Appeals, August 4, 2014
Wichita Public Library, August 19, 2014
Bicycle and Pedestrian Advisory Board, August 11, 2014
Board of Park Commissioners, August 11, 2014

RECOMMENDED ACTION: Receive and file.

10. Report on Claims for August, 2014.

RECOMMENDED ACTION: Receive and file.

11. Amendment to Ordinance 49-489, Cutting Weeds on 1731 North Santa Fe. (District VI)

RECOMMENDED ACTION: Approve the proposed amendment for the 2013 tax year special assessment on the property at 1731 North Santa Fe, and place the ordinance on first reading.

12. Community Event with Alcohol Consumption, Resolution, Oktoberfest. (District I)

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

13. Sale of City Property at Acadia and Hale. (District V)

RECOMMENDED ACTION: Approve the real estate purchase agreement and authorize all necessary

signatures.

14. Nuisance Abatement Assessments, Lot Clean Up. (Districts I, III, IV, V and VI)

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinance on first reading.

15. Abatement of Dangerous and Unsafe Structures. (Districts I, II, III, IV and VI)

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinances on first reading.

16. Janitorial Services for Various City Facilities.

RECOMMENDED ACTION: Approve the custodial services contracts and authorize the necessary signatures.

17. Payment for Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of \$225,000 as full settlement of all possible claims arising out of the events which are the subject of this claim.

18. Payment for Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of \$10,018.53 as full settlement of all property damage claims arising out of the events which are the subject of this claim.

19. Second Reading Ordinances: (First Read September 16, 2014)

- a. List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

20. *SUB2014-00020 -- Plat of The Steppes at Ark Valley Addition located on the Northeast Corner of 127th Street East and Harry. (District II)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

21. ***Jabara Road Reconstruction and T-Hangar Expansion - Supplemental Agreement No. 1 for Construction Phase Services - Colonel James Jabara Airport.**

RECOMMENDED ACTION: Approve the supplemental agreement and authorize the necessary signatures, pending FAA approval.

22. ***Change Order No. 3 - Parking Program - Wichita Mid-Continent Airport.**

(PULLED PER CITY MANAGER)

23. ***WAA Report of Board of Bids and Contracts dated September 22, 2013.**

RECOMMENDED ACTION: Receive and file report; approve Contracts; authorize necessary signatures.

Wichita, Kansas
September 22, 2014
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance,, Elizabeth Goltry-Wadle, Senior Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Zack Daniel Fellow representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated September 15, 2014, were read and on motion approved.

Bids were opened September 19, 2014, pursuant to advertisements published on:

Dodge from the north line of 55th Street South to the west line of Maywood; Maywood from the west line of Dodge, east to the east line of the plat and on Maywood Court from the south line of Maywood, south to and including the cul-de-sac; Dodge Court (Lots 12-17, Block A) from the east line of Dodge, east to and including the cul-de-sac; Dodge Court (Lots 18-23, Block A) from the east line of Dodge, east to and including the cul-de-sac and that sidewalk be constructed on one side of Dodge and Maywood to serve Southern Shores Addition (west of Seneca, north of 55th Street South) (472-85172/766315/490336) Does not affect existing traffic. (District IV)

Cornejo and Sons, LLC - \$416,828.20 Base Bid
 \$128,286.00 Alternate 1
 \$545,114.20 Total Bid

Water Distribution System to serve The Woods Addition (east of 151st Street West, north of Maple) (448-90506/735509/470182) Does not affect existing traffic. (District V)

Forshee Plumbing LLC - \$30,414.00 Negotiated to Engineer's Estimate

Shoreline/Paradise from the west line of Lot 30, Block 1 to the north line of Lot 56, Block 1, Emerald Bay Estates 2nd Addition; and Paradise Court from the east line of Paradise to and including the cul-de-sac to serve Emerald Bay Estates 2nd Addition (north of 21st Street North, west of West Street) (472-85171/766311/490332) Does not affect existing traffic. (District VI)

Cornejo and Sons, LLC - \$243,302.75 Base Bid
 \$90,909.00 Alternate 1
 \$334,211.75 Total Bid

Churchill, Krug South Addition 47285060 (766318)

Bids rejected

Purchasing Manager recommended that the contracts be awarded/rejected as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded/rejected as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

VARIOUS DEPARTMENTS, BOARDS AND AGENCIES: Concrete Requirements.

Andale Ready Mix Central Inc.* - \$201,650.00 Group 1
\$25,750.00 Group 2

*Estimate – Contract approved on unit cost basis; refer to attachments.

**HOUSING AND COMMUNITY SERVICES DEPARTMENT/PUBLIC HOUSING DIVISION:
HVAC Equipment.**

Flegler Investment Company Inc. dba Amsco Supply - \$28,316.39

*Estimate – Contract approved on unit cost basis; refer to attachments.

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

The Marty Strayer, Administrative Assistant, Department of Public Works reported that Utilities Plus, submitted an Annual Bid Bond, written by the International Fidelity Insurance Company in the amount of \$100,000, and dated September 3, 2014, as bid security for items bid on by the Principal. In the event the total of such bid or bids exceeds the maximum amount which the bond will cover in accordance with the specifications at any one time, then sufficient bid security will be required. The bond was approved as to form by the Legal Department.

On motion the Board recommended that the annual bid bond be approved.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: September 22, 2014

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEERSeptember 19, 2014Paving – Dodge/Maywood (west of Seneca, north of 55th Street South) – Public Works & Utilities

Department/Engineering Division

Cornejo & Sons, LLC

Base Bid \$416,828.20

Add Alternate 1 128,286.00Aggregate Bid Total \$545,114.20

Water Distribution System to serve The Woods Addition – Public Works & Utilities Dept./Engineering Division

Forshee Plumbing, LLC

(Negotiated to Engineer's Estimate) \$30,414.00

Paving – Shoreline/Paradise to serve Emerald Bay Estates 2nd Addition – Public Works & Utilities

Department/Engineering Division

Cornejo & Sons, LLC

Base Bid \$243,302.75

Add Alternate 1 90,909.00Aggregate Bid Total \$334,211.75

Paving – Churchill to serve Krug South Addition – Public Works & Utilities Department/Engineering Division

(All Bids Rejected)

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGERSeptember 19, 2014

Concrete Requirements – Various Departments, Boards & Agencies (See Exhibit B for Itemized Pricing in the Formal Bid Report)

Andale Ready Mix Central, Inc.

Group 1 \$201,650.00


Group 2 \$25,750.00

HVAC Equipment – Housing & Community Services Department/Public Housing Division

Flegler Investment Company, Inc. (See Exhibit C for Itemized Pricing in the Formal Bid Report)

dba Amsco Supply

\$28,316.39

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.


for Melinda A. Walker

Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - September 19, 2014

RQ440864

FB440176		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons LLC
Dodge/Maywood	Base Bid	\$545,220.00	\$461,004.00		\$416,828.20
(west of Seneca, north of 55th Street South)	Alternate 1		\$156,794.00		\$128,286.00
	Alternate 2		\$370,604.00		\$320,715.00
472-85172 (766315)	BID BOND				
	ADDENDA	1			
BID TOTAL		\$545,220.00	\$988,402.00		\$865,829.20
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
Dodge/Maywood	Base Bid	\$545,220.00			
(west of Seneca, north of 55th Street South)	Alternate 1				
	Alternate 2				
472-85172 (766315)	BID BOND				
	ADDENDA	1			
BID TOTAL		\$545,220.00			
		Engineer's Construction Estimate			
Dodge/Maywood	Base Bid	\$545,220.00			
(west of Seneca, north of 55th Street South)	Alternate 1				
	Alternate 2				
472-85172 (766315)	BID BOND				
	ADDENDA	1			
BID TOTAL		\$545,220.00			
		Engineer's Construction Estimate			
Dodge/Maywood	Base Bid	\$545,220.00			
(west of Seneca, north of 55th Street South)	Alternate 1				
	Alternate 2				
472-85172 (766315)	BID BOND				
	ADDENDA	1			
BID TOTAL		\$545,220.00			
		Engineer's Construction Estimate			
Dodge/Maywood	Base Bid	\$545,220.00			
(west of Seneca, north of 55th Street South)	Alternate 1				
	Alternate 2				
472-85172 (766315)	BID BOND				
	ADDENDA	1			
BID TOTAL		\$545,220.00			
CONTRACT AWARDED TO CORNEJO BASE BID WITH ALTERNATE 1 \$545,114.20					

CHECKED BY: *HP*REVIEWED BY: *PS*

WATER BID TABULATION SUMMARY

BOARD OF BIDS - September 19, 2014

RQ440957

FB440178		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction Inc.
Water Distribution System		\$30,414.00	\$38,918.80	\$38,614.00	\$34,315.00
The Woods Addition	BID BOND				
448-90506	ADDENDA	0			
(735509)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Water Distribution System		\$30,414.00	\$35,020.00	\$47,280.50	\$35,474.75
The Woods Addition	BID BOND				
448-90506	ADDENDA	0			
(735509)					
		Engineer's Construction Estimate	Stannard Construction d/b/a WB Carter	Forshee Plumbing LLC	B-2 Excavating LLC
Water Distribution System		\$30,414.00	\$46,455.20	\$31,191.00	\$37,960.75
The Woods Addition	BID BOND		X	X	X
448-90506	ADDENDA	0			
(735509)					
		Engineer's Construction Estimate	Danco Enterprises Inc.		
Water Distribution System		\$30,414.00	\$56,110.00		
The Woods Addition	BID BOND		X		
448-90506	ADDENDA	0			
(735509)					
CONTRACT NEGOTIATED FOR THE ENGINEER'S ESTIMATE		\$30,414.00			

CHECKED BY: HPREVIEWED BY: PS

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - September 19, 2014

RQ440956

FB440177		Engineer's Construction Estimate	APAC - Kansas Inc	Cornejo & Sons LLC	Kansas Paving Company
Shoreline/Paradise	Base Bid	\$425,942.00	\$286,258.00	\$243,302.75	\$239,162.00
Emerald Bay Estates 2nd Addition	Alternate 1		\$95,238.00	\$90,909.00	\$95,238.00
	Alternate 2		\$227,272.50	\$238,095.00	\$136,363.50
472-85171 (766311)	BID BOND				
	ADDENDA	1			
BID TOTAL		\$425,942.00	\$608,768.50	\$572,306.75	\$470,763.50
		Engineer's Construction Estimate	Dondlinger & Sons		
Shoreline/Paradise	Base Bid	\$425,942.00			
Emerald Bay Estates 2nd Addition	Alternate 1				
	Alternate 2				
472-85171 (766311)	BID BOND				
	ADDENDA	1			
BID TOTAL		\$425,942.00			
		Engineer's Construction Estimate			
Shoreline/Paradise	Base Bid	\$425,942.00			
Emerald Bay Estates 2nd Addition	Alternate 1				
	Alternate 2				
472-85171 (766311)	BID BOND				
	ADDENDA	1			
BID TOTAL		\$425,942.00			
		Engineer's Construction Estimate			
Shoreline/Paradise	Base Bid	\$425,942.00			
Emerald Bay Estates 2nd Addition	Alternate 1				
	Alternate 2				
472-85171 (766311)	BID BOND				
	ADDENDA	1			
BID TOTAL		\$425,942.00			
CONTRACT AWARDED TO CORNEJO BASE BID WITH ALTERNATE 1 \$334,211.75					

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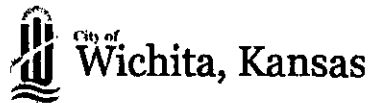
PAVING BID TABULATION SUMMARY

BOARD OF BIDS - September 19, 2014

RQ440958

FB440179		Engineer's Construction Estimate	APAC - Kansas Inc	Cornejo & Sons, LLC	Kansas Paving Company
Churchill	Base Bid		\$116,305.00	\$96,435.00	\$78,706.00
Krug South Addition	Alternate 1		\$44,110.00	\$40,100.00	\$50,125.00
472-85060 (766318)	Alternate 2		\$110,275.00	\$96,240.00	\$63,157.50
	BID BOND				
	ADDENDA	1			
BID TOTAL			\$270,690.00	\$232,775.00	\$191,988.50
		Engineer's Construction Estimate	Dondlinger & Sons		
Churchill	Base Bid				
Krug South Addition	Alternate 1				
472-85060 (766318)	Alternate 2				
	BID BOND				
	ADDENDA	1			
BID TOTAL					
		Engineer's Construction Estimate			
Churchill	Base Bid				
Krug South Addition	Alternate 1				
472-85060 (766318)	Alternate 2				
	BID BOND				
	ADDENDA	1			
BID TOTAL					
		Engineer's Construction Estimate			
Churchill	Base Bid				
Krug South Addition	Alternate 1				
472-85060 (766318)	Alternate 2				
	BID BOND				
	ADDENDA	1			
BID TOTAL					
		Engineer's Construction Estimate			
Churchill	Base Bid				
Krug South Addition	Alternate 1				
472-85060 (766318)	Alternate 2				
	BID BOND				
	ADDENDA	1			
BID TOTAL					
REJECT BIDS					

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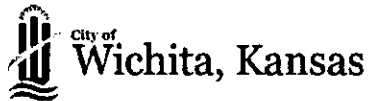
**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line**Solicitation:** FB440180**Concrete Requirements****Close Date/Time:** 9/19/2014 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Group**Department:** Purchasing Department**Responses:** 3

Vendors	Complete	Bid Total	City Comments
ANDALE READY MIX CENTRAL INC	Complete	\$227,400.00	Award 9-23-14 Groups 1 & 2 Various Departments, Boards & Agencies
CONCRETE MATERIALS COMPANY LLC	Complete	\$234,850.00	
KANSAS READY MIX LLC	Complete	\$238,500.00	

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**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes bids by the totals for each group listed on the solicitation.

Vendor Group Line

Solicitation: FB440180

Concrete Requirements

Close Date/Time: 9/19/2014 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Group

Department: Purchasing Department

Responses: 3

Go to:

Group 1

Vendors	Complete	Group Total Net Bid
ANDALE READY MIX CENTRAL INC	Complete	\$201,650.00
CONCRETE MATERIALS COMPANY LLC	Complete	\$208,300.00
KANSAS READY MIX LLC	Complete	\$210,475.00

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Group 2

Vendors	Complete	Group Total Net Bid
ANDALE READY MIX CENTRAL INC	Complete	\$25,750.00
CONCRETE MATERIALS COMPANY LLC	Complete	\$26,550.00
KANSAS READY MIX LLC	Complete	\$28,025.00

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City of Wichita, Kansas

BID RESULTS

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB440180

Concrete Requirements

Close Date/Time: 9/19/2014 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Group

Department: Purchasing Department

Responses: 3

Go to: ☒

Line 001 | 6.6 HE Sack- Picked Up

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$73.0000	\$3,650.00	Complete	
KANSAS READY MIX LLC	50	Cubic Yard	\$76.5000	\$3,825.00	Complete	
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$84.0000	\$4,200.00	Complete	

Line 002 | 6.6 HE Sack- Delivered

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$93.0000	\$4,650.00	Complete	
KANSAS READY MIX LLC	50	Cubic Yard	\$96.0000	\$4,800.00	Complete	
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$96.0000	\$4,800.00	Complete	

Line 003 | 6.6 Sack- Picked Up

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ANDALE READY MIX CENTRAL INC	2500	Cubic Yard	\$66.0000	\$165,000.00	Complete	
CONCRETE MATERIALS COMPANY LLC	2500	Cubic Yard	\$68.0000	\$170,000.00	Complete	
KANSAS READY MIX LLC	2500	Cubic Yard	\$69.0000	\$172,500.00	Complete	

Line 004 | 6.6 Sack- Delivered

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ANDALE READY MIX CENTRAL INC	100	Cubic Yard	\$90.0000	\$9,000.00	Complete	
CONCRETE MATERIALS COMPANY LLC	100	Cubic Yard	\$90.0000	\$9,000.00	Complete	

KANSAS READY MIX LLC	100	Cubic Yard	\$93.0000	\$9,300.00	Complete	
Line 005 8.0 Sack- Picked Up						
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ANDALE READY MIX CENTRAL INC	100	Cubic Yard	\$69.0000	\$6,900.00	Complete	
CONCRETE MATERIALS COMPANY LLC	100	Cubic Yard	\$72.0000	\$7,200.00	Complete	
KANSAS READY MIX LLC	100	Cubic Yard	\$72.0000	\$7,200.00	Complete	
Line 006 8.0 Sack- Delivered						
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ANDALE READY MIX CENTRAL INC	100	Cubic Yard	\$89.0000	\$8,900.00	Complete	
KANSAS READY MIX LLC	100	Cubic Yard	\$92.0000	\$9,200.00	Complete	
CONCRETE MATERIALS COMPANY LLC	100	Cubic Yard	\$94.0000	\$9,400.00	Complete	
Line 007 Hi-Early- Additives						
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$5.0000	\$250.00	Complete	
KANSAS READY MIX LLC	50	Cubic Yard	\$6.5000	\$325.00	Complete	
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$8.0000	\$400.00	Complete	
Line 008 Winter Service (November 1 - March 31)						
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KANSAS READY MIX LLC	600	Cubic Yard	\$5.0000	\$3,000.00	Complete	
ANDALE READY MIX CENTRAL INC	600	Cubic Yard	\$5.0000	\$3,000.00	Complete	
CONCRETE MATERIALS COMPANY LLC	600	Cubic Yard	\$5.0000	\$3,000.00	Complete	
Line 009 Super Plastizer						
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$6.0000	\$300.00	Complete	
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$6.0000	\$300.00	Complete	

KANSAS READY MIX LLC	50	Cubic Yard	\$6.5000	\$325.00	Complete
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Line 010 | 6.6 HE Sack- Delivered

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ANDALE READY MIX CENTRAL INC	100	Cubic Yard	\$93.0000	\$9,300.00	Complete	
CONCRETE MATERIALS COMPANY LLC	100	Cubic Yard	\$97.0000	\$9,700.00	Complete	
KANSAS READY MIX LLC	100	Cubic Yard	\$104.0000	\$10,400.00	Complete	

Line 011 | 733 R Type Mix 4000 psi in 72 hours- Delivered

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$99.0000	\$4,950.00	Complete	
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$99.0000	\$4,950.00	Complete	
KANSAS READY MIX LLC	50	Cubic Yard	\$106.0000	\$5,300.00	Complete	

Line 012 | Airfield Rock 5000 psi in 5 days- Delivered

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$105.0000	\$5,250.00	Complete	
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$105.0000	\$5,250.00	Complete	
KANSAS READY MIX LLC	50	Cubic Yard	\$110.0000	\$5,500.00	Complete	

Line 013 | Airfield Rock 5000 psi in 48 hours- Delivered

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$115.0000	\$5,750.00	Complete	
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$120.0000	\$6,000.00	Complete	
KANSAS READY MIX LLC	50	Cubic Yard	\$125.0000	\$6,250.00	Complete	

Line 014 | Hi-Early- Additives

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$5.0000	\$250.00	Complete	
KANSAS READY MIX LLC	50	Cubic Yard	\$6.5000	\$325.00	Complete	

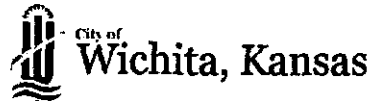
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$8.0000	\$400.00	Complete
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Line 015 | Winter Service (November 1 - March 31) Vendors may bid on Group 1 or Group 2 or Both Groups. Award will be based on the lowest and best total net bid per Group based on the estimated quantities.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$5.0000	\$250.00	Complete	
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$5.0000	\$250.00	Complete	
KANSAS READY MIX LLC	50	Cubic Yard	\$5.0000	\$250.00	Complete	

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**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line**Solicitation:** FB440144**HVAC Equipment****Close Date/Time:** 8/22/2014 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Aggregate Cost**Department:** Housing & Community Services**Responses:** 3

Vendors	Complete	Bid Total	City Comments
FERGUSON ENTERPRISES INC	Complete	\$23,869.00	Does Not Meet Specifications
WASHER SPECIALTIES COMPANY	Complete	\$27,877.00	Does Not Meet Specifications
FLEGLER INVESTMENT COMPANY INC	Complete	\$28,316.39	Award 9-23-14 Housing & Community Services Dept./Public Housing Division

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line**Solicitation:** FB440144**HVAC Equipment****Close Date/Time:** 8/22/2014 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Aggregate Cost**Department:** Housing & Community Services**Responses:** 3**Go to:** **Line 001** | Air Conditioners/Condensers, 1-1/2 Ton Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FERGUSON ENTERPRISES INC	1	Each	\$784.0000	\$784.00	Complete	RUUD 14AJM19A01
WASHER SPECIALTIES COMPANY	1	Each	\$829.0000	\$829.00	Complete	Tempstar Model NXA618GKA Lead time is if out of stock
FLEGLER INVESTMENT COMPANY INC	1	Each	\$1,046.8600	\$1,046.86	Complete	Rheem RAPM-018JEZ

Line 002 | Air Conditioners/Condensers, 2 Ton Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FERGUSON ENTERPRISES INC	2	Each	\$863.0000	\$1,726.00	Complete	RUUD 14AJM25A01
WASHER SPECIALTIES COMPANY	2	Each	\$893.0000	\$1,786.00	Complete	Tempstar Model NXA624GKA Lead time is if out of stock
FLEGLER INVESTMENT COMPANY INC	2	Each	\$1,048.9900	\$2,097.98	Complete	Rheem RAPM-024JEZ

Line 003 | Air Conditioners/Condensers 2-1/2 Ton Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WASHER SPECIALTIES COMPANY	3	Each	\$964.0000	\$2,892.00	Complete	Tempstar Model NXA630GKA Lead time is if out of stock
FERGUSON ENTERPRISES INC	3	Each	\$1,058.0000	\$3,174.00	Complete	RUUD 14AJM30A01
FLEGLER INVESTMENT COMPANY INC	3	Each	\$1,109.7600	\$3,329.28	Complete	Rheem RAPM-030JEZ

Line 004 | Air Conditioners/Condensers, 3 Ton Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WASHER SPECIALTIES COMPANY	3	Each	\$1,106.0000	\$3,318.00	Complete	Tempstar Model NXA636GKA Lead time is if out of stock

FERGUSON ENTERPRISES INC	3	Each	\$1,182.0000	\$3,546.00	Complete	RUUD 14AJM36A01
FLEGLER INVESTMENT COMPANY INC	3	Each	\$1,237.6900	\$3,713.07	Complete	Rheem RAPM-036JEZ

Line 005 | Air Conditioners/Condensers, 3-1/2 Ton Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WASHER SPECIALTIES COMPANY	1	Each	\$1,221.0000	\$1,221.00	Complete	Tempstar Model NXA642GKA Lead time is if out of stock
FERGUSON ENTERPRISES INC	1	Each	\$1,233.0000	\$1,233.00	Complete	RUUD 14AJM42A01
FLEGLER INVESTMENT COMPANY INC	1	Each	\$1,321.9000	\$1,321.90	Complete	Rheem RAPM-042JEZ

Line 006 | Air Conditioners/Condensers, 4 Ton Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FERGUSON ENTERPRISES INC	1	Each	\$1,377.0000	\$1,377.00	Complete	RUUD 14AJM48A01
WASHER SPECIALTIES COMPANY	1	Each	\$1,400.0000	\$1,400.00	Complete	Tempstar Model NXA648GKA Lead time is if out of stock
FLEGLER INVESTMENT COMPANY INC	1	Each	\$1,457.3000	\$1,457.30	Complete	Rheem RAPM-048JEZ

Line 007 | A-Coils (Cased), 1-1/2 Ton Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WASHER SPECIALTIES COMPANY	1	Each	\$241.0000	\$241.00	Complete	ADP Model T36C14UD Copper Tube Aluminum Fin Matched to Tempstar Units Lead time is if out of stock
FERGUSON ENTERPRISES INC	1	Each	\$277.0000	\$277.00	Complete	RUUD RCFL HM2417CC
FLEGLER INVESTMENT COMPANY INC	1	Each	\$300.0000	\$300.00	Complete	Rheem RCFCHM2417CC

Line 008 | A-Coils (Cased), 2 Ton Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WASHER SPECIALTIES COMPANY	2	Each	\$241.0000	\$482.00	Complete	ADP Model T36C14UD Copper Tube Aluminum Fin Matched to Tempstar Units Lead time is if out of stock
FERGUSON ENTERPRISES INC	2	Each	\$277.0000	\$554.00	Complete	RUUD RCFL HM2417
FLEGLER INVESTMENT COMPANY INC	2	Each	\$300.0000	\$600.00	Complete	Rheem RCFCHM2417CC

Line 009 | A-Coils (Cased), 2-1/2 Ton Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WASHER SPECIALTIES COMPANY	3	Each	\$241.0000	\$723.00	Complete	ADP Model T36C14UD Copper Tube Aluminum Fin Matched to Tempstar Units Lead time is if out of stock
FERGUSON ENTERPRISES INC	3	Each	\$299.0000	\$897.00	Complete	RUUD RCFL HM3617CC
FLEGLER INVESTMENT COMPANY INC	3	Each	\$325.0000	\$975.00	Complete	Rheem RCFCHM3617CC

Line 010 | A-Coils (Cased) 3 Ton Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WASHER SPECIALTIES COMPANY	3	Each	\$241.0000	\$723.00	Complete	ADP Model T36C17UD Copper Tube Aluminum Fin Matched to Tempstar Units Lead time is if out of stock
FERGUSON ENTERPRISES INC	3	Each	\$299.0000	\$897.00	Complete	RUUD RCFL HM3617CC
FLEGLER INVESTMENT COMPANY INC	3	Each	\$325.0000	\$975.00	Complete	Rheem RCFCHM3617CC

Line 011 | A-Coils (Cased), 3-1/2 Ton Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FERGUSON ENTERPRISES INC	1	Each	\$365.0000	\$365.00	Complete	RUUD RCFL HM4821CC
WASHER SPECIALTIES COMPANY	1	Each	\$399.0000	\$399.00	Complete	ADP Model T60C21UD Copper Tube Aluminum Fin Matched to Tempstar Units Lead time is if out of stock
FLEGLER INVESTMENT COMPANY INC	1	Each	\$450.0000	\$450.00	Complete	Rheem RCFCHM4821CC

Line 012 | A-Coils (Cased) 4 Ton Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FERGUSON ENTERPRISES INC	1	Each	\$365.0000	\$365.00	Complete	RUUD RCFL HM4821CC
WASHER SPECIALTIES COMPANY	1	Each	\$399.0000	\$399.00	Complete	ADP Model T60C21UD Copper Tube Aluminum Fin Matched to Tempstar Units Lead time is if out of stock
FLEGLER INVESTMENT COMPANY INC	1	Each	\$450.0000	\$450.00	Complete	Rheem RCFCHM4821CC

Line 013 | Furnaces: 60,000 BTUH Upflow Maximum Width 21", Maximum Depth 30"
Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FERGUSON	2	Each	\$791.0000	\$1,582.00	Complete	RUUD

ENTERPRISES INC

R92PA0601317MSA

FLEGLER INVESTMENT COMPANY INC	2	Each	\$1,050.0000	\$2,100.00	Complete	Rheem R96PA0602317MSA
WASHER SPECIALTIES COMPANY	2	Each	\$1,256.0000	\$2,512.00	Complete	Tempstar Model F9MVE0601412A Lead time is if out of stock

Line 014 | Furnaces: 75,000 BTUH Upflow Maximum Width 21", Maximum Depth 30"
 Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FERGUSON ENTERPRISES INC	2	Each	\$819.0000	\$1,638.00	Complete	RUUD R92PA0701317MSA
FLEGLER INVESTMENT COMPANY INC	2	Each	\$1,125.0000	\$2,250.00	Complete	Rheem R96PA0702317MSA
WASHER SPECIALTIES COMPANY	2	Each	\$1,339.0000	\$2,678.00	Complete	Tempstar Model F9MVE0801716A Lead time is if out of stock

Line 015 | Furnaces: 75,000 BTUH Downflow (Counterflow) Maximum Width 21", Maximum Depth 30"
 Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FERGUSON ENTERPRISES INC	2	Each	\$819.0000	\$1,638.00	Complete	RUUD R92PA0701317MSA
FLEGLER INVESTMENT COMPANY INC	2	Each	\$1,125.0000	\$2,250.00	Complete	Rheem R96PA072317MSA
WASHER SPECIALTIES COMPANY	2	Each	\$1,339.0000	\$2,678.00	Complete	Tempstar Model F9MVE0801716A Lead time is if out of stock

Line 016 | Furnaces: 100,000 BTUH Upflow Maximum Width 21", Maximum Depth 30"
 Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FERGUSON ENTERPRISES INC	2	Each	\$954.0000	\$1,908.00	Complete	RUUD R92PA1001521MSA
FLEGLER INVESTMENT COMPANY INC	2	Each	\$1,250.0000	\$2,500.00	Complete	Rheem R96PA1002521MSA
WASHER SPECIALTIES COMPANY	2	Each	\$1,399.0000	\$2,798.00	Complete	Tempstar Model F9MVE1002120A Lead time is if out of stock

Line 017 | Furnaces: 100,000 BTUH Downflow (Counterflow) Maximum Width 21", Maximum Depth 30"
 Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FERGUSON ENTERPRISES INC	2	Each	\$954.0000	\$1,908.00	Complete	RUUD R92PA1001521MSA
FLEGLER INVESTMENT COMPANY INC	2	Each	\$1,250.0000	\$2,500.00	Complete	Rheem R969PA1002521MSA
WASHER SPECIALTIES COMPANY	2	Each	\$1,399.0000	\$2,798.00	Complete	Tempstar Model F9MVE1002120A Lead

time is if out of stock

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**PRELIMINARY ESTIMATES
FOR CITY COUNCIL SEPTEMBER 23, 2014**

- a. K-96 and Hillside, and K-96 and Oliver Traffic Signals (K-96 and Hillside, K-96 and Oliver) (472-85174/707074/211538) Traffic to be maintained during construction using flagpersons and barricades. (District I) - \$775,000.00
- b. Installation of Traffic Signals at the South Y Drive (3300 S. Meridian) (472-85073/707043/707074/211508/211538) Traffic to be maintained during construction using flagpersons and barricades. (District IV) - \$200,000.00
- c. 2014 Contract Maintenance Thermal Crack Repairs Phase 6 (Various Locations) (472-85139/132726/132726) Traffic to be maintained during construction using flagpersons and barricades. (District VI) - \$621,200.00
- d. Stormwater Drain #374 to serve Greenwich Business Center (east of Greenwich, south of 29th Street North) (468-84745/751525/485416) Does not affect existing traffic. (District II) - \$165,000.00
- e. Left Turn Lane on 21st Street N for eastbound traffic and a deceleration lane for westbound traffic into Newspring Church to serve Messiah Baptist Church 4th Addition (north of 21st Street North, east of K-96) (472-85168/766307/490325) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$235,400.00
- f. Lateral 3, Main 19 Four Mile Creek Sewer to serve Stonebridge 2nd & 3rd Additions (north of 13th Street North, west of 159th Street East) (468-84148/744368/480060) Does not affect existing traffic. (District II) - \$137,500.00

City of Wichita
City Council Meeting
September 23, 2014

TO: Mayor and City Council

SUBJECT: Revised Paving Petition for Southern Shores Addition (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised petition and adopt the amending resolution.

Background: On June 17, 2014, the City Council approved a petition for paving improvements to serve Southern Shores Addition. An attempt to award a construction contract within the budget set by the petition was not successful. The developer has submitted a new petition with an increased budget. The signature on the petition represents 100% of the improvement district and the petition is valid per Kansas Statute 12-6a01.

Analysis: The project will provide paving improvements required for a new residential development on the northwest corner of Seneca and 55th Street South.

Financial Considerations: The original petition total was \$504,000 and the revised total is \$644,000. The funding source is special assessments.

Legal Considerations: The Law Department has reviewed and approved the revised petition and amending resolution as to form.

Recommendation/Action: It is recommended that the City Council approve the revised petition, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Revised petition, amending resolution, and budget sheet.

First Published in the Wichita Eagle on September 26, 2014

RESOLUTION NO. 14-284

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON DODGE FROM THE NORTH LINE OF 55TH STREET SOUTH TO THE WEST LINE OF MAYWOOD AND ON MAYWOOD FROM THE WEST LINE OF DODGE, EAST TO THE EAST LINE OF THE PLAT AND ON MAYWOOD COURT FROM THE SOUTH LINE OF MAYWOOD, SOUTH TO AND INCLUDING THE CUL-DE-SAC; ON DODGE COURT (LOTS 12 THROUGH 17, BLOCK A), FROM THE EAST LINE OF DODGE, EAST TO AND INCLUDING THE CUL-DE-SAC; AND ON DODGE COURT (LOTS 18 THROUGH 23, BLOCK A) FROM THE EAST LINE OF DODGE, EAST TO AND INCLUDING THE CUL-DE-SAC AND THAT SIDEWALK BE CONSTRUCTED ON ONE SIDE OF DODGE AND MAYWOOD (WEST OF SENECA, NORTH OF 55TH STREET SOUTH) 472-85172 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON DODGE FROM THE NORTH LINE OF 55TH STREET SOUTH TO THE WEST LINE OF MAYWOOD AND ON MAYWOOD FROM THE WEST LINE OF DODGE, EAST TO THE EAST LINE OF THE PLAT AND ON MAYWOOD COURT FROM THE SOUTH LINE OF MAYWOOD, SOUTH TO AND INCLUDING THE CUL-DE-SAC; ON DODGE COURT (LOTS 12 THROUGH 17, BLOCK A), FROM THE EAST LINE OF DODGE, EAST TO AND INCLUDING THE CUL-DE-SAC; AND ON DODGE COURT (LOTS 18 THROUGH 23, BLOCK A) FROM THE EAST LINE OF DODGE, EAST TO AND INCLUDING THE CUL-DE-SAC AND THAT SIDEWALK BE CONSTRUCTED ON ONE SIDE OF DODGE AND MAYWOOD (WEST OF SENECA, NORTH OF 55TH STREET SOUTH) 472-85172 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 14-171 adopted on June 17, 2014 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct pavement on Dodge from the north line of 55th Street South to the west line of Maywood and on Maywood from the west line of Dodge, east to the east line of the plat and on Maywood Court from the south line of Maywood, south to and including the cul-de-sac; on Dodge Court (Lots 12 through 17, Block A), from the east line of Dodge, east to and including the cul-de-sac; and on Dodge Court (Lots 18 through 23, Block A) from the east line of Dodge, east to and including the cul-de-sac and that sidewalk be constructed on one side of Dodge and Maywood (west of Seneca, north of 55th Street South) 472-85172.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Six Hundred Forty-Four Thousand Dollars (\$644,000)** exclusive of interest on financing and administrative and financing costs, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **June 1, 2014**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SOUTHERN SHORES ADDITION

Lots 1 through 23, Block A

Lots 1 through 16, Block B

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 23, Block A, and Lots 1 through 16, Block B, SOUTHERN SHORES ADDITION shall each pay 1/39 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 23rd day of
September, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

SHARON L. DICKGRAFE
INTERIM DIRECTOR OF LAW AND CITY ATTORNEY

RECEIVED

AUG 28 '14

CITY CLERK OFFICE

REVISED

472-85172

PAVING PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

SOUTHERN SHORES ADDITION

Lots 1 through 23, Block A
Lots 1 through 16, Block B

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed pavement on Dodge from the north line of 55th St. S. to the west line of Maywood and on Maywood from the west line of Dodge, east to the east line of the plat.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

That there be constructed pavement on Maywood Ct. from the south line of Maywood, south to and including the cul-de-sac, on Dodge Ct. (Lots 12 through 17, Block A), from the east line of Dodge, east to and including the cul-de-sac; and on Dodge Ct. (Lots 18 through 23, Block A), from the east line of Dodge east to and including the cul-de-sac.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

That sidewalk be constructed on one side of Dodge and Maywood, according to plans and specifications to be furnished by the City Engineer.

- (b) That the estimated and probable cost of the foregoing improvement being Six Hundred Forty-Four Thousand Dollars (\$644,000), with

100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after June 1, 2014.

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 23, Block A, and Lots 1 through 16, Block B, SOUTHERN SHORES ADDITION shall each pay 1/39 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

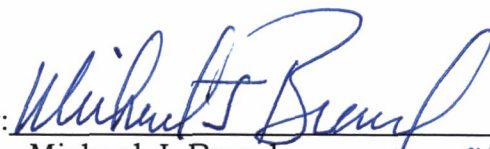
Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

<u>LEGAL DESCRIPTION</u>	<u>SIGNATURE</u>	<u>DATE</u>
<u>SOUTHERN SHORES ADDITION</u> Lots 1 through 23, Block A Lots 1 through 16, Block B	Angel Fire, LLC By:  Michael J. Brand, Managing Member	8/27/14

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

Jeremi A. Farner
Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 28 day of August
2014.



James Edwards
Deputy City Clerk

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DEEDS AND EASEMENTS – SEPTEMBER 23, 2014

- a. Storm Water Drainage and Detention Basin Improvements Easement dated September 9, 2014 from Greenwich Medical and Office Park, LLC for a pond lying within Reserve A, Greenwich Business Center Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751525) No cost to City.

City of Wichita
City Council Meeting
September 23, 2014

TO: Mayor and City Council
SUBJECT: Community Events – Oktoberfest (District I)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, event promoter Brandon Martin, Blessed Sacrament Parrish, is coordinating the Oktoberfest event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Oktoberfest October 4, 2014 9:00 am – 11:30 pm

- Quentin Street, Douglas Avenue to First Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
September 23, 2014

TO: Mayor and City Council

SUBJECT: Community Events – Kansas Fallen Firefighters Memorial (District III)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Deputy Fire Chief Elizabeth Snow, Wichita Fire Department is coordinating the Kansas Fallen Firefighters Memorial with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Kansas Fallen Firefighters Memorial October 5, 2014 11:30 pm – 3:30 pm

- Broadway Avenue, Lincoln Street to Zimmerly Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; and 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments.

City of Wichita
City Council Meeting
September 23, 2014

TO: Mayor and City Council

SUBJECT: Renewal of the Contract – Kansas Department of Health and Environment Air Quality Program Grants (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the grant contract.

Background: Since 1972, the City has received grant funding from the Environmental Protection Agency (EPA) to operate the local air quality program. Additional funding from the Kansas Department of Health and Environment (KDHE) has been provided since 1994. Program objectives include inspection of air pollution sources, air monitoring for specified pollutants and toxic compounds, complaint investigations, voluntary vehicle emissions testing, and educational activities. Under the terms of the KDHE contract, the City of Wichita provides regulatory services throughout Wichita and Sedgwick County. The one-year contract period will begin on October 1, 2014.

Analysis: The Air Quality Program grants allow the Environmental Health Division to provide comprehensive air quality services that address public health and environmental protection throughout the county. This federal and state support allows a level of service that would be difficult to provide utilizing only local funding. The local program has been in existence for almost 40 years and has maintained good working relationships with both the EPA and KDHE which is essential in dealing with ever-changing and emerging air quality issues.

Financial Considerations: The contract includes three sources of funding:

- The EPA Section 105 grant amount for State fiscal year (SFY) 2014 will be \$115,459, which is the same amount received from the SFY 2013 grant.
- The City of Wichita's required local match is \$76,973, which represents 40% of the total amount expended (\$192,432) for the EPA Section 105 grant.
- The KDHE grant amount for SFY 2014 will be \$114,306. This is the same amount as the SFY 2013 grant.

The total grant budget associated with this contract is \$306,738 (including local match) for SFY 2014. In addition to the EPA Section 105 and KDHE grant presented here, an EPA Section 103 grant with a funding period from April 1 to March 31 in the amount of \$36,380 was approved by the City Council earlier this year. These grants provide the program funding along with the required City match budgeted from the General Fund and qualifying in-kind services.

Legal Considerations: The Law Department has reviewed and approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the KDHE contract and authorize the necessary signatures.

Attachments: KDHE contract.

CONTRACT

between

SECRETARY OF HEALTH AND ENVIRONMENT OF KANSAS

and

**CITY OF WICHITA, PUBLIC WORKS & UTILITIES DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH**

Section I – Purpose and Financial Summary

This contract is entered into between the Kansas Department of Health and Environment (KDHE) and the City of Wichita, Public Works & Utilities Department, Division of Environmental Health (WDEH). The purpose of this contract is to establish a formal partnership between WDEH and the KDHE to implement the Kansas Air Quality Act in the City of Wichita and Sedgwick County. This contract authorizes WDEH to provide air quality protection services specified in this agreement and the Environmental Program Work Plan for FY 2015 (**Appendix A**), and defines the funding arrangements for such services which are to be provided. The contract period is from October 1, 2014 to September 30, 2015.

Source of Project Funds

Federal 105 Grant up to:	\$115,459.00
WDEH 40% Match up to:	\$76,973.00
State of Kansas Air Quality Fee Fund up to:	\$114,306.00
Project Total not to exceed:	<hr/> \$306,738.00
Total KDHE Reimbursement not to exceed:	\$229,765.00

Section II – Requirements – WDEH Agrees:

1. To perform the duties and tasks specified in the contract and FY 2015 Work Plan, to implement the Kansas Air Quality Act and Kansas Air Quality Regulations, and to provide documentation of satisfactory completion of work.
2. To not use the KDHE - BOA funds to supplant other WDEH funds and to provide matching funds from non-federal sources towards the successful completion of Section 105 purposes in an amount equal to 40% of the total project costs expended for Section 105 purposes.
3. To provide documentation of satisfactory progress toward meeting the objectives in accordance with the FY 2015 Work Plan. WDEH shall submit to the KDHE quarterly progress reports as specified in the FY 2015 Work Plan, quarterly MBE/WBE verification on EPA Form 5700-52A – (5/96) for Federal 105 monies, quarterly Certified Expenditure Affidavit, and any other information that may be requested.
4. To obtain written approval in advance for the purchase of any item of equipment costing \$5,000.00 or more, and for any subcontract. All purchases with contract funds shall be the

- property of WDEH upon termination of this contract, except for monitoring equipment. The purchase shall not be segmented or otherwise structured to avoid the \$5,000.00 limit.
5. To retain financial aid and programmatic records, supporting documents and statistical records for five years from the date the final expenditure report is submitted. If litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues that arise from it. Upon written request from the KDHE (or authorized representative) or Kansas Legislative Post Audit, WDEH will allow access to any payroll records, supported by time and attendance records for employees, documents, and records necessary to certify compliance with the KDHE grant awards, Kansas Legislative Appropriations, Kansas Statutes, and Federal grants and regulations.
 6. If practical, to provide advanced notice to the KDHE of permit inspections and enforcement actions taken by WDEH that are based solely upon WDEH air quality regulations, and to coordinate such actions with the KDHE to make sure a regulated source is not unduly burdened by multiple permit inspections or enforcement actions for a single cause or set of causes.
 7. To include in all statements, press releases, websites, program activities, bid solicitations, and other documents, under the provisions of Section 83 of 2005 House Bill 2482 the phrase "paid for (in part) by the Kansas Department of Health and Environment."
 8. WDEH agrees that all records are to be returned to KDHE within 60 days of termination of any Work Plan activity or the entire contract.
 9. To comply with the provisions of the Kansas Open Records Act (KORA) in performing work plan activities contained in this contract per K.S.A 42-216(a).
 10. WDEH agrees to attend the ETA (Eastern Technical Associates) Visible Emissions Lecture and Field training for Smoke School per agreement between KDHE and contractor.
 11. The following requirements apply to the federal, required matching and cost-share funds that are part of the contract. The federal laws and requirements applicable to the State of Kansas pursuant to the underlying grant from EPA to the State of Kansas are, by virtue of application for and receipt of grant funds, applicable to any sub-grantee and are enforceable against such sub-grantee. Failure to comply may result in the initiation of administrative, civil, or criminal action against the sub-grantee including but not limited to suspension or termination of the sub grant and loss of grant funds or a requirement to reimburse those funds. All sub-grantees are responsible for knowledge of these requirements as set forth in the underlying grant from EPA to the State included as Appendix B of this contract.

Section III – KDHE Agrees:

1. To make payments, not to exceed \$114,306.00 from the Air Quality Fee Fund and not to exceed \$115,459.00 from the Federal 105 funds to WDEH for conducting the KDHE Air Quality Program as authorized in the FY 2015 Work Plan (See Appendix A).
2. To the extent possible, the KDHE - BOA will seek input from WDEH on issues governed by this contract prior to making decisions or taking actions that will affect WDEH' Air Quality Program.
3. To provide regular updates on enforcement actions pertaining to sources in the City of Wichita and Sedgwick County, including but not limited to written acknowledgements that WDEH enforcement action recommendations have been received by the KDHE.

4. To provide regular updates on past and future air program planning issues.
5. To work with WDEH and other local partners to: establish and annually update strategic goals, objectives and strategies for reducing emissions and improving air quality.
6. To provide WDEH with prior approval from the KDHE - BOA, an opportunity to shift workload and funds to other eligible air program activities if the targeted activities laid out in the FY 2015 Work Plan cannot be completed because they are demand driven or the KDHE is unable to refer work to WDEH as specified in this agreement.

Section IV – Other Terms and Conditions - It is mutually agreed:

1. WDEH will request reimbursement within 30 days of the end of each quarter. The KDHE shall provide reimbursement in accordance with the “Kansas Prompt Payment Act” (K.S.A. 75-6401 through 75-6407), upon receipt of satisfactory progress reports, MBE/WBE verification, and quarterly Certified Expenditure Affidavit.
2. That this agreement may be canceled by either party upon 30 days written notice to the other party, except that the KDHE may cancel this agreement without such notice in the event of loss of funding. Funding of this agreement is contingent upon the availability of funds in the Air Quality Fee Fund, receipt of federal funds from the U.S. Environmental Protection Agency (EPA), and availability of funds in the State Treasury. This contract, including Work Plan, may be amended in writing when duly executed by both parties. The contract is subject to a pro-rata reduction contingent upon the amount of reduction of federal grant dollars allocated to the KDHE - BOA.
3. All indirect costs incurred implementing the WDEH component of this contract shall not exceed 17.59% of following: the total expenditures of the Air Quality Fee Fund and Federal 105 monies authorized under this contract for Compliance and Enforcement, Planning, Public Education and Outreach, Emission Reduction Strategies, Ambient Air Monitoring, Program Maintenance and Local Priorities, less local match.
4. That the provisions found in Contractual Provisions **Appendix C** (Form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

Contract Administrators:

Kansas Department of Health and Environment – Linda Vandevord, 785-296-6423, 1000 SW Jackson, Ste. 310, Topeka, KS 66612-1366

City of Wichita, Department of Public Works & Utilities, Division of Environmental Health – Don Henry, 316-268-4513, 455 N. Main, Wichita, Kansas 67202

In WITNESS WHEREOF, the parties hereto have affixed their signatures.

By signing this agreement, the person below warrants that he or she has the authority to sign this document and to bind WDEH and the KDHE to its terms.

Robert Moser, MD
Secretary
Kansas Department of Health and
Environment

Date: _____

Karen Sublett
City Clerk

Gary E. Rebenstorf
Director of Law

APPENDIX A
LOCAL AGENCY WORK PLAN
For
CITY OF WICHITA, PUBLIC WORKS & UTILITIES DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH
FY 2015
Contract Period October 1, 2014 – September 30, 2015

The Bureau of Air (BOA), on behalf of the Kansas Department of Health and Environment (KDHE), and the City of Wichita, Public Works & Utilities Department, Division of Environmental Health (WDEH) hereby agrees to comply with the cooperative intent of the Clean Air Act within the City of Wichita and Sedgwick County as follows:

I. Contacts

Issue/Activity	Primary State Contact	Phone #	Primary WDEH Contact	Phone #
General				
General Administrative Duties	Rick Brunetti	785-296-1551	Laura Quick or Randy Owen	316-268-8351
Compliance and Enforcement				
Administrative Issues; QA/QC	Russ Brichacek	785-296-1544	Randy Owen	316-268-8353
Compliance and Enforcement	Russ Brichacek	785-296-1544	Randy Owen	316-268-8353
Planning Activities				
Air Planning Activities	Tom Gross	785-296-1692	Shawn Maloney or Laura Quick	316-268-8351
Emission Reduction Strategies / Public Education	Kathleen Waters	785-296-1575	Laura Quick or Tonya Bronleewe	316-268-8351
Monitoring	Doug Watson	785-296-0910	Randy Owen	316-268-8353
Administrative Issues	Tom Gross	785-296-1692	Randy Owen	316-268-8353
Network design/configuration	Doug Watson	785-296-0910	Randy Owen	316-268-8353
General Operation and Maintenance	Gary Ficklin	785-296-1554	Randy Owen	316-268-8353
Sample or data submission	Mike Martin	785-296-1571	Randy Owen	316-268-8353
Data Issues	Doug Watson	785-296-0910	Randy Owen	316-268-8353

II. Compliance and Enforcement

A. WDEH and BOA agree as follows:

1. The WDEH will conduct inspections and investigations and make weekly submittal of all supporting documents in accordance with procedures outlined in the following documents:
 - BOA, Air Quality Compliance and Enforcement Training Manual
 - Kansas Air Quality Regulations and Statutes
 - Applicable CFR
2. The WDEH will provide initial enforcement investigation and the retrieval of support information and documentation, and will participate in monthly BOA/WDEH enforcement coordination calls.
3. The WDEH inspection results will be documented on accepted and agreed upon inspection forms. A copy of the letter to the source discussing inspection results will be sent to BOA within fifteen business days of completion of inspection. Copies of inspection reports and

letters will be mailed to BOA each Friday. Inspections/FCEs will be scheduled by WDEH with a goal of 25% of the inspections/FCEs completed per FY quarter. WDEH shall submit a list of sources recommended to be inspected to BOA by September 1st of each year.

4. WDEH agrees to maintain a minimum of 2 qualified performance observers at all times.
5. If noncompliance with regulations are observed and documented during an inspection, BOA will be notified in accordance with BOA enforcement policy. Notices of Noncompliance issued by WDEH will be tracked by both WDEH and BOA, with required follow up in accordance with BOA Enforcement Policy. BOA will review and determine if noncompliance documented is subject to EPAs High Priority Violator (HPV) policy. Departmental Orders and Consent Agreements will be determined and issued by BOA in accordance with BOA Enforcement Policy.
6. Evaluation inspections will be completed within 90 days of notification of start up for Class I, NSPS, and MACT sources, and within 180 days of notification of start up on Class II and non-NSPS sources. Evaluation inspections will be documented on accepted and agreed upon forms, and a letter will be sent to the source within seven days of the completed inspection, and a copy will also be sent to BOA.
7. WDEH is responsible for responding to complaints received from individuals, BOA, or other governmental agencies within 2 business days (depending on the urgency) of receipt of complaint during normal business hours. WDEH will contact the complainant by telephone or other appropriate methods. When necessary, on-site investigations will be conducted within two working days of receipt of complaint. Investigative reports will be submitted to BOA within seven days of completion of the investigation. Open Burning activities shall be pursuant to Kansas Open Burning Prohibition and Exception regulations.
8. WDEH will provide quarterly updates on the Compliance and Enforcement activities performed.
9. WDEH agrees to attend/participate in the monthly enforcement coordination calls.
10. WDEH agrees to attend/participate in the semi-annual meetings, of which one will be conducted in Topeka and one will be located outside of Topeka, with the possibility of overnight stays.
11. At the end of the 4th Quarter, final contract payment will be reduced by \$1,500.00 for every inspection not completed. If the number of complaints is not received, no penalties will be imposed.

B. Inspection list

<u>Class I sources:</u>	<u>Frequency</u>
17300012 Westar Energy, Inc.	1
17300014 Westar Energy, Inc.	1
17300019 Cessna Aircraft Company-Mid-Continent	1
17300022 BeechCraft Corporation	1
17300023 Air Products Manufacturing Corp	1
17300029 Cargill, Inc.	1
17300045 Phillips 66 Carrier LLC	1
17300052 Learjet, Inc.	1
17300055 Boeing Defense, Space & Security	1
17300059 CNH America, LLC	1
17300068 The Coleman Company, Inc.	1
17300070 OxyChem – Wichita Plant	1
17300075 Cessna Aircraft Company – Pawnee Facility	1
17300152 3P Processing, Inc.	1
17300153 Worthington Cylinders Kansas, LLC	1
17300155 Chance Rides Mfg, Inc.	1
17300165 Globe Engineering Company, Inc.	1
17300173 Custom Cupboards	1
17300225 City of Wichita-Dept. of Natural Resources	1
17300309 Spirit Aerosystems, Inc.	1
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<u>Class II sources:</u>	<u>Frequency</u>
17300001 Cereal Food Processors	1
17300005 McConnell Air Force Base	1
17300008 Ferroloy, Inc.	1
17300034 CCGP, Inc.	1
17300036 APAC-Kansas, Inc., Shears Division	1
17300044 LaFarge North America, Inc.	1
17300053 Abengoa Bioenergy Corp.	1
17300062 DeBruce Grain, Inc.	1
17300069 Bartlett Grain Company, LP	1
17300089 Universal Lubricants, Inc.	1
17300097 Rich Mix Products, Inc. dba Quikrete	1
17300105 St. Francis Regional Medical Center	1
17300106 St. Joseph Medical Center	1
17300107 Wesley Medical Center	1
17300108 Wichita State University	1
17300109 Wilko Paint, Inc.	1
17300110 Robert J. Dole Veterans Administration Medical Center	1
17300130 ConocoPhillips – Wichita South	1
17300132 Valassis Manufacturing Company	1
17300135 Sedgwick County Public Works	1
17300139 SFB Plastics, Inc.	1
17300141 Magellan Pipeline, L.P.	1
17300146 ONEOK Field Services Company, LLC	1
17300147 Fiber Glass Systems, L.P.	1
17300154 Metal Finishing Company, Inc.	1
17300156 ONEOK Field Services Company, LLC	1
17300161 Clean Harbors Kansas, Inc.	1

17300164	Apex Engineering (W. 2 nd)	1
17300168	EarthGrains Baking Companies, Inc.	1
17300171	Universal Products, Inc.	1
17300184	Barton Solvents, Inc.	1
17300197	Hawker BeechCraft Services	1
17300199	Tamco, Inc.	1
17300232	Precision Pattern, Inc.	1
17300247	HOC Industries, Inc.	1
17300252	Sonaca NMF America, Inc.	1
17300270	Mulvane Municipal Power Plant	1
17300283	Marble Products	1
17300284	Kice Industries – North Facility	1
17300326	Capps Manufacturing, Inc.	1
17300335	Diversified Services, Inc.	1
17300345	Buzzi Unicem USA	1
17300346	Kansas Ready Mix	1

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B Sources:

Frequency

1730087	Treat Co, Inc.	1
1730158	Paragon NDT & Finishing, Inc.	1
1730221	Dawson Brothers, Inc.	1
1730222	Koch Business Solutions, LP	1
1730229	Quik Trip #343	1
1730272	Richard Reed DBA FLP	1
1730292	Eastside Cleaners	1
1730299	Discount Cleaners	1
1730301	Elite Cleaners	1
1730302	Jim Morgan Dry Cleaners	1
1730304	Lees Derby Cleaners	1
1730306	College Hill Cleaners	1
1730313	Chrome Plus International, Inc.	1
1760325	Koch Glitsch LP	1
1730328	Premier Processing, LLC	1
1730329	Donham Company	1
1730330	Via Christi	1
1730332	Newman University	1
1730334	Ametek Advanced Industries	1
1730335	Diversied Services	1
1730336	Metal Finishing Company, Inc.	1
1730343	Leading Technology Composites	1

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Total Inspections = 85

C. Quarterly Report Requirements

1st Quarter (10/01 – 12/31/14)	2nd Quarter (1/01 – 3/31/15)	3rd Quarter (4/01 – 6/30/15)	4th Quarter (7/01 – 9/30/15)

III. Complaint Inspections

A. WDEH & BOA agree as follows:

1. WDEH will respond to complaints they receive regarding demolition activities in the county and may charge costs to Program Maintenance.
2. WDEH will contact complainant by telephone within 2 business days (depending on urgency) of complaint to obtain additional information. If the complaint is not resolved by telephone, on-site investigations will be conducted as soon as practical and within two business days of responding by telephone of the complaint.
3. WDEH will document inspection results on appropriate inspection forms provided by BOA and delivered or mailed to BOA within seven days of the completion of the inspection.

B. Quarterly Reporting Requirements

1st Quarter (10/01 – 12/31/14)	2nd Quarter (1/01 – 3/31/15)	3rd Quarter (4/01 – 6/30/15)	4th Quarter (7/01 – 9/30/15)

IV. Planning Activities

A. WDEH & BOA agrees as follows:

- WDEH will facilitate regular meetings of the Air Quality Improvement Task Force and through this regional advisory group create and implement Ozone Advance Path Forward action steps that reduce ozone precursors.
- WDEH will attend and participate in committees and other group meetings to develop, discuss, review and revise priorities, plans and strategies (both regulatory and voluntary) for improving air quality. Groups may include, but are not limited to, Wichita Area Metropolitan Planning Organization, Wichita Initiative to Renew the Environment, Visioneering Environmental Sustainability Alliance, South Central Kansas Prosperity Natural Resources Team, etc.

B. Quarterly Reporting Requirements

1st Quarter (10/01 – 12/31/14)	2nd Quarter (1/01 – 3/31/15)	3rd Quarter (4/01 – 6/30/15)	4th Quarter (7/01 – 9/30/15)

V. Emission Reduction Strategies

A. WDEH & BOA agrees as follows:

- Develop a non-point solvent use reduction program
 - Work with KDHE to identify major sources as partners
 - Work with partners to identify small sources for outreach
 - Organize meeting with KDHE and major sources to discuss program implementation
 - Provide support for SBEAP's air quality activities in Wichita as requested
- Promotion of good commuter habits to public and private entity drivers, activities may include:
 - Continue to implement the idling reduction policy for the City of Wichita vehicle fleet
 - Expand the idling reduction awareness and education to schools, businesses, etc
 - Provide routine newsletter and e-mail updates containing pertinent information on good commuter behavior to employees during ozone season

- Participate in emission /gas cap testing for general public efforts
- Continue implementation of a local distribution strategy for air quality related educational information and materials
 - Create and implement an Ozone Alert Education Program and Marketing Plan
 - Continue a series of air quality related materials that will be aired on City Cable Channel 7 and radio shows
 - Maintenance of AQ information on the City website
- Provide presentations on air quality issues at appropriate venues
- Communication of forecasted AQI during ozone season
 - Provide regular preseason ozone information via mailing lists and newsletters etc. as appropriate
 - Provide regular updates about AQI forecasts via mailing list and other venues as appropriate
- Promotion and support for the adoption of guidelines and policies that reduce ozone precursors
 - Model landscaping service guidelines
 - Model contracts for public projects
 - Wichita Bicycle Master Plan
 - Native plant landscaping guidelines

B. Quarterly Reporting Requirements

1st Quarter (10/01– 12/31/14)	2nd Quarter (1/01 – 3/31/15)	3rd Quarter (4/01 – 6/30/15)	4th Quarter (7/01 – 9/30/15)

VI. Ambient Air Monitoring

A. Requirements

1. WDEH will operate the National Air Monitoring Stations (NAMS), State/Local Air Monitoring Stations (SLAMS), and Special Purpose Monitors (SPM) and make timely submittal of all samples and data in accordance with procedures presented in the following documents:
 - 40 CFR Part 58,
 - State of Kansas Implementation Plan for Attainment and Maintenance of NAAQS, Sec. E – Monitoring Plan,
 - Kansas Ambient Air Monitoring Quality Assurance Program/Project Plans (QAPPs) and associated standard operating procedures (SOPs), and,
 - Instrument Operator’s Manuals.
2. Additions, deletions, and changes in activities will be negotiated and set out in addenda to this Work Plan.
3. WDEH agrees to provide monitoring field support to BOA in responding to natural disasters or other emergency situations. This field support can only be provided with the concurrence of the Wichita City Manager. BOA agrees that the request for assistance will include an explanation of the duties that BOA would like WDEH to assist with and an approximation of the length of time the assistance would be required. If WDEH is unable to meet other contractual obligations due to providing this field monitoring support, BOA agrees to renegotiate those provisions.

B. General

1. Operation: WDEH will make regularly scheduled site visits, and additional site visits as necessary for maintenance, repairs, and QA/QC activities. Document all site visits and activities, and maintain required records and logs.
2. Maintenance: WDEH will perform minor repairs or secure repair service from manufacturer as needed, and coordinate more difficult problems with BOA field staff. Notify BOA by the next working day that an ambient air monitor is down due to equipment failure and provide estimated down time for repairs. Document all maintenance and repair activities, and maintain required records and logs.
3. Quarterly Reporting Requirement

C. Particulate Matter/PM₁₀

1. WDEH will retrieve/change PM₁₀ filter elements on schedule. Submit PM₁₀ filters to BOA within 10 working days of the end of the month.
2. WDEH will biannually inspect PM₁₀ motors and change brushes (change motors as needed). Perform PM₁₀ calibrations and maintenance.
3. WDEH will perform annual orifice calibrations and support equipment calibrations. Perform NPAP audit as necessary.
4. Quarterly Reporting Requirement

D. Continuous PM₁₀

1. WDEH will perform biweekly flow checks and perform diagnostic checks. Simultaneously replace filter element and clean inlet as necessary.
2. WDEH will perform leak check prior to hardware and software calibrations. Perform hardware and analog output calibration at least once every twelve months. Perform software calibration every six months. For samplers in small “doghouse” shelters, check air conditioning unit every six months.
3. Quarterly Reporting Requirements

E. Quarterly Reporting Requirements

1. WDEH will provide quarterly updates on the progress of the Ambient Air Monitoring activities.

Monitoring	Number
NO _x	2
CO, O ₃ , SO ₂	5
cPM ₁₀	3
Total	10


1st Quarter (10/01 – 12/31/14)	2nd Quarter (1/01 – 3/31/15)	3rd Quarter (4/01 – 6/30/15)	4th Quarter (7/01 – 9/30/15)
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VII. Indirect Costs

- A. WDEH & BOA agree to an indirect costs associated with this contract of 17.9% of the total account reimbursed by BOA.
- B. Quarterly Reporting Requirements

1st Quarter (10/01 – 12/31/14)	2nd Quarter (1/01 – 3/31/15)	3rd Quarter (4/01 – 6/30/15)	4th Quarter (7/01 – 9/30/15)

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement		GRANT NUMBER (FAIN): 00796208		DATE OF AWARD 12/20/2013	
			MODIFICATION NUMBER: 0 PROGRAM CODE: A			
			TYPE OF ACTION Continuation		MAILING DATE 12/27/2013	
			PAYMENT METHOD: ASAP		ACH# 70719	
RECIPIENT TYPE: State			Send Payment Request to: U.S. Environmental Protection Agency - Las Vegas Finance Center 4220 S. Maryland Pkwy., Building C, Room 503 Las Vegas, NV 89119 Phone Contact: 702-798-2426 FAX: 702-798-2423 email: LVFC-grants@epa.gov			
RECIPIENT: Kansas Department of Health and Environment 1000 S.W. Jackson, Suite 410 Topeka, KS 66612-1367 EIN: 48-6029925			PAYEE: Kansas Department of Health and Environment 1000 S.W. Jackson, Suite 410 Topeka, KS 66612-1367			
PROJECT MANAGER Tom Gross 1000 S.W. Jackson, Suite 410 Topeka, KS 66612-1367 E-Mail: tgross@kdheks.gov Phone: 785-296-1692		EPA PROJECT OFFICER Lachala Kemp 11201 Renner Boulevard, AWMD/APDB Lenexa, KS 66219 E-Mail: Kemp.Lachala@epamail.epa.gov Phone: 913-551-7214		EPA GRANT SPECIALIST Robert Bukaty Grants Management Office, PLMG/RFMB/GRMS E-Mail: Bukaty.Robert@epamail.epa.gov Phone: 913-551-7846		
PROJECT TITLE AND DESCRIPTION Air Pollution Control Program 2014 These funds will be used statewide to improve air quality. Activities include, but are not limited to, compliance and enforcement for industry, emission inventory (all sources including mobile sources, off-road, on-road and stationary sources), air planning activities for air toxins, regional haze, ozone and particulate matter. These funds are also used to train state personnel. This funding action provides a partial award of 2014 Federal funds in the amount of \$404,632. Additional Federal funds will be provided as the funds become available.						
BUDGET PERIOD 10/01/2013 - 09/30/2014		PROJECT PERIOD 10/01/2013 - 09/30/2014		TOTAL BUDGET PERIOD COST \$2,124,385.00		
				TOTAL PROJECT PERIOD COST \$2,124,385.00		
NOTICE OF AWARD						
Based on your Application dated 12/06/2013 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$404,632. EPA agrees to cost-share 60.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$404,632. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.						
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS Grants Management Office 11201 Renner Boulevard Lenexa, KS 66219			ORGANIZATION / ADDRESS U.S. EPA, Region 7 Air Waste and Management Division 11201 Renner Boulevard Lenexa, KS 66219			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY						
Digital signature applied by EPA Award Official Karen L. Sherrill - Grants Management Officer					DATE 12/20/2013	

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 404,632	\$ 404,632
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 849,754	\$ 849,754
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 1,254,386	\$ 1,254,386

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.001 - Air Pollution Control Program Support	Clean Air Act: Sec. 105	40 CFR PTS 31 & 35 SUBPT A

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1407L44004	14	E1	07L2	102A04	4112			404,632
									404,632

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$885,341
2. Fringe Benefits	\$159,300
3. Travel	\$35,150
4. Equipment	\$41,275
5. Supplies	\$38,090
6. Contractual	\$69,792
7. Construction	\$0
8. Other	\$773,959
9. Total Direct Charges	\$2,002,907
10. Indirect Costs: % Base SEE NICA	\$121,478
11. Total (Share: Recipient 40.00 % Federal 60.00 %.)	\$2,124,385
12. Total Approved Assistance Amount	\$404,632
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$404,632
15. Total EPA Amount Awarded To Date	\$404,632

Administrative Conditions

1. Central Contractor Registration/System for Award Management and Universal Identifier Requirements

A. Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM).

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

1. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

2. Federal Financial Report:

Recipient agrees to submit the Federal Financial Report (FFR) form SF-425 to EPA no later than ninety (90) days after the end of the grant budget/project period. The EPA requires only the information requested on FFR lines 10a through 10c. A blank FFR is available for completion on the Las Vegas Finance Centers (LVFC) website:

The Final FFR form SF-425 **must be submitted to LVFC at:**

**U.S. EPA-Las Vegas Finance Center
4220 S. Maryland Parkway
Bldg C, Room 503
Las Vegas, NV 89119**

Or by email in a portable document format (pdf) to LVFC-grants@epa.gov

Or by fax to: 702-798-2423

3. Payment Frequency:

Recipient agrees to submit, at a minimum, a quarterly billing (payment) request(s) to the EPA, for all eligible, allowable, allocable, necessary and reasonable costs which are incurred for this project/program. A payment request is not required to be submitted in the event that the recipient has not incurred such costs during the quarterly period, but more frequent payments may be requested as costs are incurred.

4. Management Fees:

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

5. Anti-Lobbying:

Pursuant to EPA's annual Appropriations Act, the chief executive officer of this recipient agency shall require that no grant funds have been used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

Recipient agrees to comply with the respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States. Recipients subject to the requirements of 40 CFR Part 30 agree to comply with the respective OMB Circular (A-21 or A-122), which prohibits the use of Federal grant funds to participate in various forms of lobbying or other political activities.

Recipient agrees to comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, effective December 23, 1989.

Recipient acknowledges that if any expenditure is made as prohibited by the Act, that he shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

Recipient further acknowledges that failure to file or amend the disclosure form, if required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Recipient also agrees to include in all solicitation documents the following:

"Sub recipients who request or receive from the grant recipient a subgrant, contract, or subcontract exceeding \$100,000, at any tier under a federal grant shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above."

6. Debarment and Suspension:

Recipient agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of Participants Regarding Transactions. Recipient must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled Covered Transactions, includes a term or condition requiring compliance with Subpart C. Recipient agrees to include a similar term or condition in any subsequent lower tier covered transactions. Recipient agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.sam.gov.

7. Drug Free Workplace:

Recipient agrees to make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E and may be accessed at:

http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

8. Hotel/Motel Fire Safety Act:

Recipient agrees to ensure that all space for conferences, meetings, conventions or training funded in whole or in part with Federal funds comply with the Hotel and Motel Fire Safety Act of 1990.

9. Single Audit:

The Recipient agrees if \$500,000 or more in total Federal funds is expended in any fiscal year, they will obtain a single audit from an independent auditor according to the guidance provided in OMB Circular A-133. The Recipient agrees that within nine months after the fiscal year end or 30 days after receiving the report from the auditor, they will electronically submit a copy of the data collection form SF-SAC and a Single Audit Report Package to the Federal Audit Clearinghouse Internet Data Entry System.

For complete instructions for electronic submission of the SF-SAC and the Single Audit Report Package are located at the Federal Audit Clearinghouse Web site:

<http://harvester.census.gov/fac/>

10. Trafficking Victims Protection Act of 2000:

To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.

b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.

c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

11. CIVIL RIGHTS OBLIGATIONS:

GENERAL

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable. These

assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

STATUTORY REQUIREMENTS

In carrying out this agreement, the recipient must comply with:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
- The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with:

- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

REGULATORY REQUIREMENTS

The recipient agrees to comply with all applicable EPA civil rights regulations, including:

- For Title IX obligations, 40 C.F.R. Part 5; and
- For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
- As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation

- As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "*Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.*" The guidance can be found at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf
- If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>.
- In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

12. **Recycling:**

The Recipient agrees, in accordance with EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are

printed on recycled paper and are available through the General Services Administration.

The Recipient agrees to follow the requirements set out in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). RCRA Section 6002 that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in the guidelines contained in 40 CFR 247.

13. Indirect Cost:

Recipient agrees that if indirect costs are authorized in this award they will be charged at the approved indirect rate for the year in which the funds are actually expended and in accordance with the negotiated indirect cost agreement.

14. Subaward Reporting:

Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e of this award term).

2. Where and when to report.

- i. You must report each obligating action described in paragraph a.1. of this award term to www.fsrs.gov.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if –
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at www.ccr.gov.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if --
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the

- Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. subawards, and;
- ii. the total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carryout the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations")
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus*
- ii. *Awards of stock, stock options, and stock appreciation rights* - Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans* - This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- vi. *Change in pension value* - This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. *Other compensation* - If the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

15. The Right to Transfer the Title on Equipment With a Per Unit Cost Greater than \$5000.00:

In accordance with 40 CFR 30.34(g)(4) or 31.32(g), whichever is applicable, EPA reserves the right to transfer title to any equipment purchased under this Assistance Agreement which has a per unit cost greater than \$5,000. The Recipient agrees to request, and receive, disposition instructions prior to disposal of equipment purchased under this Assistance Agreement which meets this criteria from the EPA, Grants Management Office. All equipment purchases proposed after award must be approved by EPA in writing.

16. Consultant Rate 2013:

The Environmental Protection Agency (EPA) participation in the salary rate (excluding overhead and travel) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2013, the limit is \$596.00 per day and \$74.50 per hour. The rate does not include overhead or travel costs and the recipient may pay these in accordance with its normal travel practices.

Sub-agreements with firms for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j)(2) or 30.27(b), as applicable.

17. Program for Utilization of Small, Minority and Women's Business Enterprises:

GENERAL COMPLIANCE, 40 CFR, Part 33 - The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D - A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

Current Fair Share Objective/Goal - The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's assistance agreements from EPA in the current fiscal year is \$250,000, or more. The **Kansas Department of Health and Environment (KDHE)** has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

Kansas	MBE	WBE
Supplies	0.8%	4.1%
Equipment	1.2%	3.9%
Services	5.6%	35%
Construction	4.1%	6.9%

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404 - If the recipient has not yet negotiated its MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C - Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 55.503 - The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. **Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.** The reports must be submitted **annually** for the period ending September 30.

The reports are due within 30 days of the end of the annual reporting period (October 30). Reports should be sent to ATTN: Grant Assistant. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302 - The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c) - Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Programmatic Conditions

1. Recipient agrees to adhere to the approved Quality Assurance Project Plan (QAPP) for environmental data generation or use under this agreement in order for the environmental data activities to be eligible for reimbursement. Recipient agrees that any significant revisions to the QAPP must be reviewed and approved in accordance with the approved quality management plan before implementation.

2. Recipient agrees to comply with the following when selecting sub-recipients and establishing sub-awards:

- a) to establish all sub-award agreements in writing;
- b) to maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a sub-recipient);
- c) to ensure that any sub-award(s) comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and will not be used to acquire commercial goods or services for the recipient;
- d) to ensure that any sub-award(s) are awarded to eligible sub-recipient(s) and that proposed sub-award costs are necessary, reasonable, and allocable;
- e) to ensure that any sub-award(s) to 501(c)(4) organizations do not involve lobbying activities;
- f) to monitor the performance of the sub-recipient(s) and ensure that they

comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;

- g) to obtain the appropriate consent from the EPA Project Officer prior to making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
- h) to obtain prior approval from the EPA Project Officer for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

Recipient agrees that any questions about the eligibility of a sub-recipient or other issues pertaining to the sub-award(s) will be addressed to the recipient's EPA Project Officer listed on the first page of your assistance award or assistance amendment document.

Recipient agrees to be responsible for selection of any sub-recipient(s) and, if applicable, for conducting sub-award competitions.

Additional information regarding sub-awards may be found at:

<http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>.

Guidance for distinguishing between vendor and sub-recipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 may be found at:

<http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

3. Recipient agrees to provide Annual Performance Reports, for all activities identified in the workplan, including those performed by the Recipient through Interagency Agreements and sub-agreements in accordance with 40 CFR 30.51 or 40 CFR 31.40; whichever is applicable.

Performance reports submitted under this agreement will contain at a minimum:

- i) a comparison of actual accomplishments to the outputs/outcomes established in the work plan for the performance period;
- ii) the reasons for slippage if established outputs/outcomes were not met; and,
- iii) additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

These reports shall be due no later than ninety (90) days after the end of the grant year. The **final performance report** is due to the EPA Project Officer (PO) within ninety (90) days after the expiration of the project period.

Questions, concerns, notification of any problems or delays should be directed to the EPA PO listed on the first page of your assistance award or assistance amendment document.

4. Sufficient Progress – Unliquidated Obligations

The Recipient agrees that EPA may terminate this assistance agreement for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. The EPA Project Officer will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project.

5. The EPA Project Officer is substantially involved in this cooperative agreement. The PO negotiates reviews and approves all updates to the workplan, that are specific to this cooperative agreement.

6. Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement. A copy of the

Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

APPENDIX C: CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 10-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

City of Wichita
City Council Meeting
September 23, 2014

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement for Waste Water Treatment Plant No. 2 UV Disinfection System (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the supplemental design agreement.

Background: On June 3, 2014, the City Council approved an agreement with CDM-Smith for design of improvements to the Waste Water Treatment Plant No. 2 UV disinfection system. The concept design fee was \$32,000.

Analysis: The proposed supplemental agreement between the City and CDM-Smith provides for final design, bidding and construction phase services for replacement of the existing Plant 2 UV disinfection system.

Financial Considerations: The supplemental design fee is \$587,000. Funding is available within the existing \$3,250,000 budget, which was approved by the City Council on January 14, 2014. The project will be funded by future revenue bonds or sewer utility cash reserves.

Legal Considerations: The supplemental agreement has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the supplemental agreement and authorize all necessary signatures, including those for the acquisition or granting of easements, utility relocation agreements, and all required permits.

Attachments: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT #1
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED June 3, 2014
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
CDM Smith
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated June 3, 2014) between the two parties covering engineering services to be provided by the ENGINEER for the Expansion and Modification of the Plant 2 UV disinfection system.

WHEREAS, Paragraph IV. C. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to perform and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended in the Supplemental Scope of Services (Attachment A-1).

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

The total of all payments for this Supplemental Agreement shall not exceed \$587,000.

C. COMPLETION

The time period for the performance of ENGINEER's services is hereby amended in the Supplemental Scope of Services (Attachment A-1).

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the original Contract, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this 23rd day of September, 2014.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, City Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Sharon Dickgraft, Interim City Attorney
and Director of Law

CDM SMITH INC.

Bruce R. Barnes VP
(Name and Title)

ATTEST:

Emily Padilla

ATTACHMENT A-1

SUPPLEMENTAL SCOPE OF SERVICES (AMENDMENT NO. 1)

FOR CITY OF WICHITA, PLANT NO.2 UV DISINFECTION

DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES

The overall Scope of Work to be provided by the Engineer under this attachment consists of supplemental Engineering services for the design, bidding and construction phase services for the Wichita Plant No. 2 UV Disinfection (Project) identified as:

Part 2 - Final Design and Bidding

Part 3 - Construction Phase Services

INTRODUCTION

The supplemental Engineering services will be developed based on the previous evaluation and recommendations presented in an earlier phase of this Project; Part 1 – Conceptual Design. The evaluation and recommendations of Part 1 were detailed and summarized in the Technical Memorandum TM dated August 2014.

As presented in the TM, a new Low Pressure High Output UV System is recommended. In general, the new Plant No. 2 UV Disinfection System and associated facilities can be described as follows:

- Peak Flow of 80 MGD.
- Two Channel Design
- 55% UV Transmittance
- Minimum Firm Capacity of 50 MGD

Upon receipt of notice to proceed, Engineer shall initiate pre-selection of the UV Disinfection Equipment, develop preliminary design documents (30%), complete detailed design documents (90%), prepare construction contract documents for KDHE Review, provide assistance during bidding and construction, perform on-site construction observation, conduct startup and training services, for the new UV Disinfection Process.

SCOPE OF WORK

The scope of work presented below describes the base level of services for this Project by the identified phases (Parts).

Part 2 - Final Design and Bidding

These activities will be conducted in the following tasks.

1.0 General Tasks

Task 1.1 – Project Management. Engineer will prepare a written project work plan that details the project scope and establishes procedures and protocol for executing the project. The project work plan will include: the scope of work details; schedule; organizational structure; communications plan; document management procedures; quality management procedures; outstanding issues and decision list; action item list; and list of deliverables. The project work plan will be dynamic in nature and therefore periodically updated. A draft work plan will be issued at the project Kickoff Meeting for review and comment and reissued as a final copy upon incorporation of comments.

Engineer will also develop and maintain a secure, server-based project monitoring site (ProjectWise) specifically for the project. This site will be used by the design team throughout final design and construction phase for posting documents for review, maintaining the project work plan, and filing and storing documents.

Engineer will track the budget and schedule on a monthly basis and meet with the City's project manager as necessary to update the schedule, progress of work, and potential changes to the scope of work. Engineer will provide a project status report to the City with the monthly invoice.

Deliverables: Three hard copies of the draft and final Project Work Plan, monthly invoices and project status reports.

Task 1.2 – Project Meetings. Engineer will conduct an initial Kickoff Meeting with the City by teleconference to introduce project team members, establish protocol and lines of communication, review project goals and objectives, gather all available documents pertinent to the assignment, and review the Project Work Plan, scope of work and schedule.

Project progress meetings will be held with City staff during the course of the design to discuss aspects of the project design, project schedule, and pending issues. These meetings will generally be about two hours in duration and are not intended to be formal presentations. Documents will be issued to the City at least one-week prior to the meeting for review purposes. The City will provide to the Engineer written comments regarding the submitted documents. The appropriate Engineer team members shall attend the meetings to discuss pertinent issues by teleconference. Three progress meetings are planned for the design phase of the Project, with respect to Kickoff, 30%, 90%.

Deliverables: Review documents, Meeting agenda and minutes

Task 1.3 – Quality Control/ Quality Assurance. The Engineer will conduct internal reviews of the Project design at specific stages of progress, utilizing senior level personnel to serve on a Technical Review Committee (TRC). The TRC reviews will occur for the 30%, and 90% design progress stages. An additional comprehensive final design review will be performed on the Bid Documents as a final check prior to advertisement for bid.

Deliverables: TRC Comment Response Memoranda

2.0 Preliminary Engineering

Preliminary engineering will include development of data and gathering of information required to complete the Final Design for this Project. As defined herein, this will include the following tasks:

Task 2.1– UV Disinfection Equipment Selection. The Engineer will develop the proposed design criteria and conduct an equipment pre-selection process. Since each of the UV Disinfection manufacturers will have the same performance criteria, including existing structure size, equipment requirements, and available power, one disinfection system must be selected prior to completing the design of facilities. Therefore, an equipment pre-selection process will be required for the UV Disinfection system prior the design of the facilities in *Task 3.0 Final Design*.

Task 2.1.1 – Prepare Bidding Documents. Engineer will prepare technical specifications and associated drawings and figures necessary for pre-selection of the UV Disinfection package for the Plant No. 2 design. Standard EJCDC general condition procurement documents will be used and supplemental conditions will be developed as necessary. The bidding documents will include requirements for capital costs, equipment replacement costs, and annual consumption of power to develop present worth cost comparisons.

Deliverables: Pre-selection Bidding Documents

Task 2.1.2 – Bidding Assistance. Engineer will prepare UV Disinfection system bid documents, attend a pre-bid meeting, prepare written responses to manufacturer's questions, prepare required addenda, and attend bid opening.

Deliverables: Pre-bid meeting minutes and addenda

Task 2.1.3 – Equipment Pre-Selection Evaluation. Engineer will evaluate the received bids and provide a recommendation of award for the pre-selected membrane equipment.

The evaluation will include capital and annual operating costs, present worth costs, and non-economic factors.

Deliverables: Evaluation Spreadsheet Tabulation and Recommendation for UV Disinfection System Award

3.0 Final Design

Final Design will develop the preliminary engineering design concept into a bidding set of contract documents. As design is developed necessary QA/QC reviews and construction cost evaluations will be performed to verify adherence to design criteria and the established budgetary constraints. This work will be accomplished in the following tasks:

Task 3.1 – 30% Plans. The plans for the WTP will be completed to a 30% level and submitted to the City for review and comment. The 30% effort will include, but not be limited to, preliminary development of major equipment selections, site layouts, general hydraulic gradeline, process mechanical and instrumentation diagrams (PMIDs), process and administrative area structure layouts, for the proposed facilities. Based on the design development at this stage a preliminary opinion of probable construction cost will be developed in conjunction with assistance from the Engineer's construction division.

Two progress reviews will be conducted by the Engineer at the 30% stage of design. First, a TRC evaluation will be performed to examine overall design concept, to validate the design and/or provide alternatives that would be of benefit to the owner and project. The TRC review will also examine preliminary project cost impacts associated with design decisions to date. As identified in Task 1.2, a progress meeting will be conducted with the City to discuss the project in detail, review the objectives, examine the budget, and request confirmation of project decisions. Decisions and acceptance provided by the City at the progress meeting will serve as basis for continuation of design. At the owners discretion KDHE can be invited to this meeting.

Deliverables: Five paper and one electronic copies of half-size plans, Opinion of Probable Construction Cost, TRC comments and responses, Progress meeting minutes with a record of outstanding issues and decisions

Task 3.2 – 90% Plans and Specifications. The plans and specifications for the disinfection facility improvements will be completed to a 90% level incorporating detailed design of all elements of the facility to the City for review and comment. Based on the design development at this stage, the opinion of probable construction cost will be updated and will be used as the Engineer's Estimate for bidding the project.

The 90% documents will be prepared as required for submittal to KDHE with request for a permit to construct the project.

As identified in Task 1.2, a progress meeting will be conducted with the City to discuss the entire project including updated Engineer's Estimate.

Deliverables: Five copies of half-size plans and specifications (90% complete), KDHE permit application, Engineer's Estimate with a record of outstanding issues and decisions

Task 3.3 – Final Design Review. As described in Task 1.3, a comprehensive final review will be performed and a detailed 'red-yellow-green' check will be completed by the design team for accuracy, completeness and bid-ability of the construction documents.

Deliverables: Plans and Specifications to KDHE for Final Review for construction.

Task 3.4 – Bid Documents Following the Final Design Review the plans and specifications will be complete and ready for Bid. The engineer will provide the final design documents to the City for Advertising and Bidding the project.

Deliverables: Plans and Specifications to the City for Bidding.

4.0 Advertisement and Bidding Phase

Task 4.1 – Bid Documents. The bid documents will be the final design documents edited based on KDHE comments resulting from Task 3.3. These documents will include final plans and specifications and contract bid documents. Engineer will submit 5 half-size and 2 full-size sets of plans to the City and 5 sets of project contract documents and specifications. An electronic copy, in PDF format, of the half-size and full-size plans and specifications will be provided to the City. With the submission of these documents the design phase of the project will be complete.

Deliverables: Bid Documents, hard copy and electronic versions

Task 4.2 – Advertisement and Document Distribution. The Engineer will assist the City with development of the project advertisement for publication. The City will be responsible for reproduction and distribution of hard copy and electronic copy of the drawings and contract specifications during project advertisement. The City will develop and maintain a plan holders list during the advertisement phase.

Deliverables: Project advertisement publication review

Task 4.3 – Clarifications and Addenda. Engineer will provide clarifications and answer

questions from prospective bidders and vendors during the bidding phase. If necessary, such clarifications will be included in addenda and submitted to those on the plan holders list

Deliverables: Addenda

Task 4.4 – Bid Openings and Evaluation. Engineer will attend bid opening, review bids, and assist with recommendation of contract award.

Deliverables: Bid tabulations and recommendations of award

Task 4.5 – Conformed Documents. Engineer will prepare conformed documents for the construction project, incorporating addenda items into the plans and specifications, and provide 10 sets of half-size plans and specifications and 4 sets of full-size plans as hardcopy, and an additional copy of each in electronic (PDF) format for use by City staff and Contractor during construction.

Deliverables: Conformed documents

Part 3 – Construction Phase Services

Under Part 3 of the project, Engineer will provide general services during construction of the UV Disinfection System to provide general project management, resident inspection, engineering review and oversight, testing and training assistance and final project documentation. These activities will be conducted in the following tasks.

1.0 General Tasks

Task 1.1 – Project Management. Engineer will perform project management duties, similar to those in previous phases, throughout the Construction Phase of the Project. Construction phase services will include activities as described in Task 1.4 of Exhibit A and as supplemented herein.

Deliverables: Monthly invoices and status reports.

Task 1.2 – Monthly Construction Meetings. Engineer will attend at minimum monthly construction progress meetings with City, Resident Project Representative (RPR), and Contractor for the WTP project. Engineer will provide, on average, one person per meeting over an 6-month construction period. It is assumed that these meetings will last four hours, including pre and post meetings with the City and RPR.

Deliverables: Meeting agenda and minutes as defined in Task 1.4

Task 1.3 – Site Visits. Engineer will make periodic visits to the project site to observe the progress and quality of various aspects of the construction contractors' work for the project. These will be subsequent to attendance at the Monthly Construction Meetings. It is assumed that one site visit per month over a 6 month construction period will be required. Special Inspections will be completed as necessary by the discipline engineer should construction issues dictate three (3) trips with one day on site were budgeted. Engineer will also participate in substantial completion and final completion inspections.

Deliverables: None

Task 1.4 – Resident Inspection. Engineer will provide a Resident Project Representative (RPR) to serve as Engineer's agent executing duties and responsibilities, and having limitation of authority, as presented in Exhibit B. The RPR will be on site, full-time for the duration of the construction phase, estimated to be 6 continuous months.

2.0 Submittal Review Tasks

Task 2.1 – Submittal Log. Engineer will receive submittals from the Contractor and log, track, and distribute submittals to the City, Resident Inspector, and various Engineering disciplines

and subconsultants. Summarized review comments will be developed and distributed to the Contractor, all reviewers, the Resident Inspector and the City.

Deliverables: None

Task 2.2 – Shop Drawings. Engineer will perform technical and functional review of all shop drawings and other submittals. It is estimated that 20 submittals will be received for this project, requiring Engineer review and response.

Deliverables: Shop drawing review comments

Task 2.3 – RFIs. Engineer will respond to all RFIs, as requested by the Construction Manager. It is anticipated that the Construction Manager will respond to simple clarification type questions and will provide copies of responses to Engineer. It is estimated that 20 RFIs will be received for this project, requiring Engineer review and response.

Deliverables: RFI responses

Task 2.4 – Change Order Requests. Engineer will review and comment on all Change Order requests and initiate Change Order requests when appropriate.

Deliverables: Change request documents

3.0 Testing and Training Tasks

Task 3.1 – Materials Testing. Materials testing shall be completed by a laboratory and personnel selected by the City, the Engineer will assist in the determination of the frequency and of the testing needed. All costs associated with materials testing shall be submitted directly to the City.

Task 3.2 – Instrumentation and Control Testing. Project Manager and Resident will provide oversight of the instrumentation and control system coordination and testing during construction. Testing will include the Functional Demonstration Tests, and I&C start-up assistance during construction.

Deliverables: Documentation memoranda for approved tests

Task 3.3– UV Disinfection Systems Performance Testing. Engineer will attend pre-test meetings to review the draft performance testing protocols and provide comments to the City, Resident Inspector, and Contractor. Engineer will review performance test results to confirm compliance with the Contract Documents.

Deliverables: Comments to draft testing protocols, UV Disinfection system acceptance testing reports, warranty test reports.

Task 3.4 – Start-up and Operations Assistance. In addition to the startup and training provided by the selected equipment manufacturers, the Engineer will provide one day additional assistance with startup and training.

Deliverables: Startup Report and Standard Operating Procedures

4.0 Post Construction Phase Services

Task 4.1 – Record Drawings. Record Drawings of the contract plans, reflecting the actual construction, will be developed and issued, based upon contractor provided markups, as reviewed by the RPR. One full-size and two half-size hardcopies of the drawing sets in addition to full and half-size electronic PDFs on a flash drive will be provided to the City

Deliverables: Contractor provided mark-ups; Record drawing hardcopies and electronic PDFs

SCHEDULE

The City and Engineer recognize the need to complete the Design, Bidding and Construction Project in a timely manner. The Engineer shall initiate work prescribed hereunder immediately upon the execution of the Agreement and upon issuance by City of Notice to Proceed.

Wichita Plant No. 2 UV Disinfection Schedule

Tasks	Milestone	Start	End
Submit Final Tech Memo	15-Aug-14		
Submit Design Contract	15-Aug-14		
Notice to Proceed	1-Oct-14		
Equipment Selection		1-Oct-14	22-Oct-14
Equipment Bids			5-Nov-14
Preliminary Design		15-Oct-14	1-Dec-14
30% Design Review		1-Dec-14	5-Dec-14
30% Work Shop	5-Dec-14		
Final Design		5-Dec-14	20-Jan-15
90% Design Review		20-Jan-15	26-Jan-15
90% Work Shop		26-Jan-15	
Bid Documents		26-Jan-15	15-Feb-15
KDHE Review		13-Feb-15	13-Mar-15
Advertise for Bids		2-Mar-15	2-Apr-15
Bid Project	2-Apr-15		
Execute Construction Contract	15-May-15		
Notice to Proceed	15-May-15		
Construction		15-May-15	30-Nov-15
Substantial Completion	15-Nov-15		
Final Acceptance	30-Nov-15		

END OF EXHIBIT "A-1"

**EXHIBIT B TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

**DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT REPRESENTATIVE**

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on June 3, 2014 between the City of Wichita, Kansas (OWNER) and CDM Smith (ENGINEER) for providing professional services.

ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, ENGINEER shall not, as a result of such observations of Contractor's work, supervise, direct, or have control over any Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by any Contractor, for safety precautions and programs incident to the work of any Contractor, for any failure of any Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's Agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals schedule of values, and other schedules prepared by Contractor and consult with ENGINEER concerning their acceptability.
2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings (but not Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *Liaison:*

- a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Construction Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
- b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. *Shop Drawings and Samples:*

- a. Record date of receipt of Shop Drawings and Samples.
- b. Receive Samples that are furnished at the site by Contractor, and notify ENGINEER of availability of Samples for examination.
- c. Advise ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.

5. *Review of Work, Defective Work, Inspections, Tests and Start-ups:*

- a. Report to ENGINEER whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform ENGINEER of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- d. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- e. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
- f. Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the results of these inspections and report to ENGINEER.

6. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Records:*

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, copies of Construction Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, approved Shop Drawing submittals and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, Subcontractors present at the Site weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c. Record names, addresses, e-mail addresses, websites and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.

9. *Reports:*

- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.
- d. Report immediately to ENGINEER and OWNER the occurrence of any accident.

10. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- c. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.

- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by RPR

Resident Project Representative:

1. Shall not authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or any Constructor.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.



**DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM**

TO: Karen Sublett, City Clerk
FROM: Sharon L. Dickgrafe, Interim Director of Law
SUBJECT: Report on Claims for August, 2014
DATE: September 3, 2014

The following claims were approved by the Law Department during the month of August 2014.

Evans, Joseph	\$ 505.64
Missana, Emmanuel	\$ 57.56
State Farm Insurance	\$1,266.03
Traders Auto Insurance	\$4,974.14

*City Manager Approval

** Settled for lesser amount than claimed

***Settled for more than amount claimed

cc: Robert Layton, City Manager
Shawn Henning, Director of Finance

City of Wichita
City Council Meeting
September 23, 2014

TO: Mayor and City Council Members

SUBJECT: Amendment to Ordinance 49-489, Cutting Weeds on 1731 North Santa Fe (District VI)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve amendment to Ordinance 49-489 for nuisance abatement assessment, cutting weeds on 1731 North Santa Fe and place the amending ordinance on first reading.

Background: The Metropolitan Area Building and Construction Department supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinances allow the City to clean up private properties that are in violation of environmental standards after proper notification to the responsible party. A private contractor performs the work, and the Metropolitan Area Building and Construction Department bills the cost to the property owner.

Analysis: On April 16, 2013, the City Council approved special property tax assessments of unpaid mowing costs for multiple properties, including a principal dollar amount of \$1,120 assessment on 1731 North Santa Fe. On August 28, 2014, staff determined that the principal dollar amount assessed was incorrect and should have been \$120. Staff requests the City Council authorize the City's Debt Coordinator to amend the mowing cost for 1731 North Santa Fe.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

Legal Considerations: The Law Department has reviewed and approved the amending ordinance as to form.

Recommendation/Action: It is recommended that the City Council approve the proposed amendment for the 2013 tax year special assessment on the property at 1731 North Santa Fe, and place the ordinance on first reading.

Attachments: Amended ordinance 49-489 Section 1.

NOTICE OF CORRECTION
ORDINANCE 49-489

ORDINANCE NO. 49-834

Published in the Wichita Eagle on April 26, 2013
Corrected and Republished on Date September 26, 2014

The publication on April 26, 2013 of Ordinance No. 49-489 of the City of Wichita, Kansas regarding the ordinance making a special assessment to pay for cutting weeds cost of \$1,120 contained an error in Section 1. Section 1 should have read as follows:

SECTION 1. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of nuisance abatement assessments, cutting weeds:

Legal of Parcel in Benefit District

Assessment

E 105 FT LOTS 926-928-930-932 WACO AVE. GREIFFENSTEIN'S 7TH. ADD.	120.00
E 39 1/2 FT LOT 1201 WACO AVE. LEWELLEN ADD.	120.00
LOT 1203 & S 1/2 LOT 1205 WACO AVE. LEWELLEN ADD.	120.00
LOTS 246-248 EXC E 45 FT MARKET ST. HYDE & FERRELL'S ADD.	120.00
LOTS 86-88 PARK PLACE POWELL'S ADD.	120.00
LOT 69 & N 15 FT LOT 71 FAIRVIEW AVE. POWELL'S ADD.	120.00
LOTS 89-91 FAIRVIEW AVE. POWELL'S ADD.	120.00
LOTS 9-10 EXC W 8 FT WATER ST. SPRINGATE ADD.	120.00
LOTS 11-12 EXC W 8 FT WATER ST SPRINGATE ADD.	120.00

LOTS 58-60 BLOCK 6 CAREY PARK ADD.	120.00
LOTS 74-76 BLOCK 6 CAREY PARK ADD.	120.00
S 1/2 LOT 2-ALL LOT 3 EXC W 8 FT WATER ST. ROBERTSON'S 5TH. ADD.	120.00
LOT 4 EXC W 8 FT & N 1/2 LOT 5 EXC W 8 FT WATER ST. ROBERTSON'S 5TH. ADD.	120.00
LOTS 1-2 LAWRENCE AVE. SECOND WILSON'S ADD.	120.00
LOTS 22-24 WACO AVE. MC TAGGART'S ADD.	120.00
LOTS 226-228 & S 1/2 LOT 230 PERRY AVE. RIVERSIDE ADD.	120.00
LOTS 1114-1116-1118 BITTING AVE. GREIFFENSTEIN'S 12TH. ADD.	120.00
LOTS 41-43 BLOCK 1 BOYD'S EAST RIVERSIDE ADD.	120.00
LOTS 51-53 RIVERSIDE NOW HEISERMAN AVE. NORTH RIVERSIDE ADD.	120.00
LOT 8 MAIN ST. BETHEL'S ADD.	120.00
N 2/3 LOT 76-ALL LOT 78 WATER ST TILFORD'S ADD.	120.00
LOTS 157-158 NORTH LAWN ADD.	120.00
W 62 FT LOT 4 HENRY JONES ADD.	120.00
N 100 FT LOT 2 BLOCK B RIVERDALE ADD.	120.00

LOTS 28 THRU 31 EXC W 25 FT FOR ST & LOTS 47 THRU 50 EXC E 5 FT FOR ST & VAC ALLEY BETWEEN & 23 FT SURP. ADJ ON S EXC COND. CASE 84C-2866 HARGIS & RUBERT ADDITION	120.00
LOTS 3-5-7-9-11 5TH NOW SANTA FE DEFFENBAUGHS ADD	120.00
LOTS 25-27 OHIO AVE. MOORE'S ADD.	120.00
LOTS 33-35 OHIO AVE MOORE'S ADD.	120.00
LOTS 56-58 MATHEWSON AVE. GETTO'S ADD.	120.00
LOTS 65-67 OHIO AVE. BURLEIGH'S 3RD. ADD.	120.00
LOTS 30-32 WABASH AVE. BURLEIGH'S 3RD. ADD.	120.00
LOTS 19-21 UNION NOW NEW YORK AVE. MILFORD'S REPLAT	120.00
LOTS 5-7 5TH. NOW SANTA FE ROCK ISLAND 3RD. ADD.	120.00
LOTS 9-11 5TH. NOW SANTA FE AVE. ROCK ISLAND 3RD. ADD.	120.00
LOTS 78-80 IDA AVE. LINCOLN ST. ADD.	120.00
LOTS 50-52 FANNIE AVE. LINCOLN ST. ADD.	120.00
LOTS 2-4 CLEVELAND AVE. MATHEWSON MANOR ADD.	120.00
LOTS 13-15 PATTIE AVE. WALTER MORRIS & SON'S 5TH. ADD.	120.00
S 80 FT OF TRACT BEG 350 FT W NE COR SE 1/4 S 360 FT W TO CTR CREEK NE TO N LI SE 1/4 E TO BEG EXC ST SEC 9-27-1E	120.00
E 200 FT LOT 12 CAUTHORN ADD	120.00

LOT 3 A.C. GOLDEN 3RD. ADD.	120.00
LOT 5 BLOCK 5 SCHRADER BROS. 2ND. ADD.	120.00
LOT 2 BLOCK C WYATT ADD.	120.00
LOT 4 BLOCK 1 IVES ADD	120.00
LOT 20 BLOCK A RIVERSIDE THIRD ADD.	120.00
LOTS 37-39 ASH ST. STITES BROS. 2ND. ADD.	120.00

ADOPTED at Wichita, Kansas, this **26th** day of **September, 2014.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

:

Sharon Dickgrafe, Interim Director of Law

City of Wichita
City Council Meeting
September 23, 2014

TO: Mayor and City Council

SUBJECT: Community Event with alcohol consumption – Resolution, Oktoberfest (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: A Community Event application with alcohol consumption allowed has been submitted for Oktoberfest, scheduled for October 4, 2014. In accordance with Section 3.11.065(d) of the Code of the City of Wichita and the Community Events Procedure, a resolution is required authorizing consumption of alcoholic liquor on sidewalks and on public streets which have been closed to motor vehicle traffic during such licensed community event. The City Council has approved the request for closure of the street involved in this event. Upon review of the application for this Community Event, a copy of which is attached hereto, and upon consideration of the factors set forth in Section 3.11.080 of the Code of the City of Wichita, the Council shall determine if such approval should be given.

Analysis: Staff has reviewed the application for the Community Event with consumption of alcoholic liquor allowed, and based upon the factors set forth in Section 3.11.080 of the City Code, finds that all of the criteria set forth therein have been met and recommends approval of the event permit.

Financial Consideration: The event sponsor is responsible for all costs associated with the community event.

Legal Consideration: The Law Department has prepared and approved as to form the proposed Resolution.

Recommendation/Actions: It is recommended that the City Council adopt the Resolution.

Attachments: Resolution, Community Event Application for Oktoberfest and maps of proposed site for consumption of alcoholic liquor for the event.

RESOLUTION NO. 14-285

**A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOLIC LIQUOR
ON PUBLIC STREETS DURING OKTOBERFEST COMMUNITY EVENT**

WHEREAS, the City Council has approved as a community event, Oktoberfest, to occur on October 4, 2014.

WHEREAS, the City Council has approved the 100 block of North Quentin to be closed to vehicular traffic from Douglas Avenue to First Street for such event from 5:00 p.m. on Friday, October 3, 2014 to 11:30 p.m. on Saturday, October 4, 2014, and with the consumption of alcoholic liquor allowed thereon from 10:00 a.m. to 11:00 p.m. on October 4, 2014.

WHEREAS, a temporary permit for the consumption of alcoholic liquor at Oktoberfest has been applied for and will be issued by the State of Kansas and the City of Wichita upon the presentation of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to Section 3.11.065(d) of the Code of the City of Wichita, and in consideration of the factors set forth in Section 3.11.080 of the Code of the City of Wichita, grants its approval for the consumption of alcoholic liquor on the city streets, sidewalks and public right of ways which are located within the designated event area of Oktoberfest, to occur from 10:00 a.m. to 11:00 p.m. on October 4, 2014 as set forth above.

ADOPTED by the governing body of the City of Wichita, Kansas, this 23rd day of September, 2014.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett
City Clerk

Approved as to Form:

Sharon L. Dickgrafe, Interim City Attorney &
Director of Law



3/19/2012

COMMUNITY EVENT APPLICATION **and Temporary Entertainment District Application**

Applications and applicable fees must be submitted to:

Division of Arts & Cultural Services | 225 West Douglas | Wichita, KS 67202
(W) 316-303-8630 (F) 316-858-7960 csclark@wichita.gov

Completion of a Community Event Application is required when the following conditions apply:

The City of Wichita defines a Community Event as follows:

- Outdoor event on public and/or private property
- Attendance in excess of 100 persons on public property and/or 250 persons on private or park property.
Excludes invitation only events taking place on private property.
- Involves a particular purpose and time.
- **If Alcoholic Liquor or Cereal Malt Beverage is to be served or sold at an event, all portions of this application necessary to either establish a Temporary Entertainment District (for alcoholic liquor) or to obtain written City Council approval (for CMB) MUST be completed.**

Any or all conditions below may apply to a Community Event: Some conditions may require a separate permit, which might include City Council approval. The Community Event Ordinance 3.11, Municipal Codes and Licensing applications can be accessed from www.wichita.gov under the Business tab or by request to the Community Event Coordinator.

General Information:

The City of Wichita may refuse any application received less than 45 days before the event or lacking requested information. Applications received less than 30 days, but more than 10 business days prior to the proposed event will be assessed additional fees. **NO application will be accepted LESS THAN 10 business days prior to the proposed event.** Any information required by the application must be complete upon submittal. Incomplete applications may be denied. When received, an application is subject to approval of all departments involved and will be required to provide the following:

- Application filing fee (\$25) made payable to City of Wichita.
- Licensing fee (varies) made payable to the City of Wichita.
- Street closure request (\$25.00 *if applicable*) made payable to the City of Wichita.
- Certificate of Liability Insurance naming the City of Wichita as additionally insured.
- Site plan defining the placement of alcohol point of sale, barricade locations, exit location, trash, restrooms, signage, etc.
- Security requirements including hiring of certified law enforcement officers.
- Vendor list including contact person and contact information.

Application Date: July 18, 2014

Event Title: Oktoberfest

Event Date(s)/Time: October 4, 2014 9:00 am to 11:30 pm



3/19/2012

Event Address for Permit: 125 N Quindlen Wichita KS 67208

Property (Circle all that apply):

☒ Public

☒ Park

☐ Private

Event Promoter Name: Joe Cole

Address: 241 S Delaware Wichita KS 67218

Phone: (316) 617-6654 Mobile: (316) 617-5647

E-mail: jccole1969@att.net

Will Alcoholic Liquor or CMB be sold and/or served? (Circle one): ☒ Yes or No

Onsite Alcohol Supervisor Name: Joe Cole

Address: 241 S Delaware Wichita KS 67218

Phone: (316) 617-6654 Mobile: (316) 617-5647

E-mail: jccole1969@att.net

Will food be ☒ sold and/or served? (Circle One): ☒ Yes or No

Food Coordinator Name: Trent Oatman

Phone: (316) 684-6397 Mobile: () _____

E-mail: trentoatman@sbcglobal.net



3/19/2012

Type of Event (Circle all that apply):

Animal Exhibition Carnival Circus Concert Dance Fireworks Live Entertainment Parade
Temporary Amusement Rides Walk/Run/Marathon Street Closure
Other OK. Deliberate

Attendance (circle one): Public or Private/Invitation Only

Estimated Attendance: 1,200

Number of participants in previous years: 1,000 - 2013 700 - 2012
(If applicable)

Will admission be charged? Yes - Run No - for Non-run events
(If yes, what amount?)

Is this event a fundraiser? Yes
(If yes, for what organization?)

Street Closure Requested? (Circle One): Yes or No

Date(s)/Time/Location of Street Closures (or attached information):

October 3rd at 5:00pm to October 4th at 11:30pm
↳ 100 block of North Quentin (Douglas to 1st Street)

October 4th from 5:00am to 12:00pm October 4th
↳ See attachment
Circle Drive, Lewis, Spearling (2-3rd block) English, S Fountain
Wadsworth and S Terrace



3/19/2012

Description, Website and/or Facebook Page of Event (or attached flier):

Octoberfest runs to the park + Oktoberfest event
www.oktoberfestwiche.com or www.blessedsacramentwiche.com

I, Brandon Martin, the above named applicant, do solemnly swear that I have read the contents of this application and that all information and answers herein contained are completed and true. In addition, I have read and understand all rules and regulations as set out in the Code of the City of Wichita. Furthermore, I hereby agree to comply with all of the laws of the State of Kansas, and all rules and regulations prescribed by the City of Wichita and I have consent to the immediate revocation of my license, by the proper officials, for any violation of such laws, rules, or regulations.


Signature of Event Applicant

7/18/14
Date

Oktoberfest
Organization/Event


City of Wichita Representative

9/4/2014
Date

COMMUNITY EVENT CHECKLIST **and Temporary Entertainment District Checklist**

Checklist must accompany Application and applicable fees and mail to:
Division of Arts & Cultural Services | 225 West Douglas | Wichita, KS 67202
(W) 316-303-8630 (F) 316-858-7960 csclark@wichita.gov

Completion of a Community Event Application is required when the following conditions apply: *The City of Wichita defines a Community Event as follows:*

- Outdoor event on public and/or private property
- Attendance in excess of 100 persons on public property and/or 250 on private or park property. Excludes invitation only events taking place on private property.
- Involves a particular purpose and time.

Approval of all applicable departments is required before permit is issued. The applicant shall be required to provide certified law enforcement officers, portable restrooms, and trash service in adequate number as reasonably determined by the procedures set forth. All vendors must be properly licensed and inspected. The applicant shall also be required to obtain, place and remove signs and barricades to close streets in accordance with requirements of the City. The applicant is responsible for all costs associated with the community event.

The Community Event Ordinance 3.11, Municipal Codes and Licensing applications can be accessible from www.wichita.gov under the Business tab or by request to the Community Event Coordinator.

✓ **1. Certificate of Insurance - Must accompany initial application**

The applicant shall be required to **maintain insurance reasonably acceptable to the City covering all aspects of the event** in a minimum amount of \$500,000 public liability insurance and \$50,000 property damage insurance, in addition to other insurance as required by law. The insurance policies must include the City of Wichita and its agencies as additional insured.

✓ **2. Site Plan – Must accompany initial application**

A Site Map/Plan and Event Notice **must be attached to application**. The site map/plan shall include: (1) streets requested for closure; (2) entry and exit points of event venue; (3) stage placement; (4) portable restroom locations; (5) trash receptacle locations; and, if applicable, (6) description of signage and barriers defining the area which alcoholic liquor or CMB may be consumed; (7) point of sale of alcoholic beverages; and (8) location of participating establishments.

✓ **3. Security Requirements – Minimum 15 day approval process**

Security requirements shall be determined in coordination with the Wichita Police Department. The applicant will be required to hire certified law enforcement officers in addition to any other security the promoter provides on the event site.

✓ **4. Traffic Flow Plan (Section 3.11.150) – Must accompany initial application**

The plan should include any information that will impact the flow of traffic, such as requested street closures; route for parade, run/walk, or any other request. Does not include events solely on sidewalks or public rights-of-way immediately adjacent to public streets unless alcoholic beverages are to be consumed in these areas. Applicants will be required to disclose the date, street name, location, and time period for approval of requested street closures. Please attach the traffic flow plan as part of the site map/plan. Closure for any major street requires adequate street closure equipment to include signs and barricades and certified law enforcement officers, to be provided by applicant. All affected property owners are required to be notified in writing for intended street closure and a copy of such list is to be included as part of the community event application requirements.

Only temporary street markings are allowed and must be removed immediately upon completion of the event.

✓ **5. Trash Receptacles – Minimum 15 day approval process**

The number of trash containers **shall be based upon industry standards for sanitation and public convenience** and will include consideration of the type of food and packaging. Requirements will be determined on event criteria and established with contracted vendor. Trash service will include servicing during an event for four hours or more and picking up of all trash and debris during and after the event. Upon completion of the event public property shall be left in the same condition or better than received. Trash containers may be located only in areas approved on site map/plan.

✓ **6. Portable Restrooms – Minimum 15 day approval process**

The number of portable restrooms **shall be based upon industry standards for sanitation and public convenience.** Requirements will be determined on event criteria and established with contracted vendor. The plan must provide for service during the event if planned for four hours or more. Portable restrooms may be located only in areas approved on site map/plan.

N/A **7. Food Vendors Transient Merchant License (Chapter 3.95) - Minimum 15 day approval process**

Food vendors must be licensed and inspected through the City of Wichita. **A list of vendors including contact person and contact information must be submitted with the Community Event Application.**

N/A **8. Transient Merchant License (Chapter 3.95) – Minimum 15 day approval process**

Transient Merchants are described as vendors selling wares or food from 7:00 am until midnight. Each vendor is required to complete a separate Transient Merchant application including signature. A copy of current Sales Tax License from the State of Kansas or proof of exempt status must accompany application. **A list of vendors including contact person and contact information must be submitted with the Community Event Application.**

✓ **9. Cereal Malt Beverage and Alcoholic Liquor Licenses (Chapter 4.12, Section 4.16.070(e) and KSA 41-2645 - Minimum 45 day approval process**

The applicant shall be responsible for compliance with CMB and Alcoholic Liquor laws as well as all other laws and ordinances in the conduct of the event. Click on the "Business" tab at the top of the Home Page then click on "City of Wichita License Applications" to locate Liquor License and/or CMB license application.

✓ **10. Cereal Malt Beverage and Alcoholic Liquor Consumption Regulations (Title 10) - Minimum 45 day approval process**

The applicant and onsite supervisor (if different) shall be responsible for compliance with all regulations as set forth in Section 3.11.065 of the City Code. **Consumption of CMB or alcoholic liquor on public streets and sidewalks is only allowed when the street is closed to vehicular traffic and with written approval of the City council.**

N/A **11. Tents and Canopies (Chapter 18.36 Ordinance 41-502) - Minimum 5 day approval process**

A Permit will be required if the tent meets one of the following: The Tent has sides and is greater than 200 square feet OR is greater than 400square feet.

If a Tent Permit is required, the applicant will be required to appear in person at the Office of Central Inspection located in City Hall on the 7th floor, 455 N Main, Wichita, KS. The following information is required to obtain the permit: (1) the address where the tent will be located; (2) written permission of the property owner; (3) the size of the tent or canopy; (4) dates of erection and duration; (5) onsite contact name and contact information.

✓ **12. Parade (Chapter 3.13.020) – Minimum 10 day approval process**

Parade route diagram and/or site map/plan must be attached to the application showing formation area, starting point and termination point.

N/A **13. Temporary Amusement Ride License (Chapter 3.20) – Minimum 30 day approval process**

Completed application must include name of approved vendor. A current copy of certificate of inspection for each ride and applicable insurance must be on file with the City of Wichita.

Placement of rides must be noted on site map/plan.

N/A **14. Fireworks License – (Chapter 15.0) Minimum 30 day approval process**

Completed application must include a copy of the Firework Operator Certificate. Applicant is required to include a site map/plan of the shooting site, fallout zone, a list of shell sizes and applicable insurance.

N/A **15. Animal Exhibition License (Chapter 3.09) – Minimum 20 day approval process.**

Completed application must include USDA animal documentation, name and address of licensed veterinarian responsible for the care of the animals and proof of liability insurance.

✓ **16. Event Times - (Municipal Code Section 3.11.155)**

Outdoor entertainment may operate 8:00 am until 11:00 pm Sunday through Thursday, 8:00 am until Midnight Friday and Saturday. The applicant shall at all times be responsible for compliance with laws and ordinances regulating the times of events.

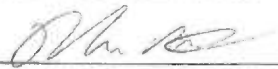
✓ **17. Noise Level – (Chapter 7.41)**

The applicant shall be required to ensure that sound levels do not exceed that which is appropriate for the event area and its location and is in compliance with the provisions the code of the City of Wichita. The applicant will respond in a timely and effective manner to requests of the city's representatives concerning the sound level. The WPD or authorized representatives of the City shall have the authority to cancel musical performances or events for substantial or repeated violations.

✓ **18. Miscellaneous**

No excavation shall be made on public property nor objects/promotional items be placed or attached to public property except as expressly approved by permit or license. The applicant shall be required to abide by such other requirements as may be reasonable for the approval of the application.

I have read and understand the above information and regulations and accept them on behalf of the following organization.


Signature of Event Applicant

7/18/11
Date


Organization/Event


City of Wichita Representative

7/4/2014
Date



3/19/2012

Requirements: Based on the event factors, the city's regulation formula will determine the need and number of certified law enforcement officers required for street closures. The event sponsor and/or applicant is responsible for all cost associated with the event.

- Number of participants
- Number of past participants
- Use of alcohol
- Time and duration
- Location
- Number and specific streets requested for closure

Sale and/or Consumption of Alcoholic Liquor or CMB: A CMB license (allowing sale and/or consumption of CMB) or a **Temporary Permit (allowing the sale and/or consumption of Alcoholic Liquor) **MUST** be approved by the City Council.

Permit specifications include:

- No more than 3 consecutive days.
- No more than 4 events annually to the same applicant.
- No sales between the hours of midnight and 6:00 a.m. for CMB.
- No sales between the hours of 2:00 a.m. and 9:00 a.m. for Alcoholic Liquor.
- No sales or consumption of Alcoholic Liquor or CMB upon public streets or rights-of-way unless approved by the City Council pursuant to the establishment of a Temporary Entertainment District (TED) as defined in Section 3.11.010(h) of the City Code. Streets must be closed to vehicular traffic.
- Specific area designated for point of sale of CMB or Alcoholic Liquor must be defined on a site plan.
- **Applicant Must comply with all provisions of Section 3.11.065 of the City Code for sale of BOTH CMB and Alcoholic liquor**
- Sale of CMB, must also comply with Section 4.12.215 of the City Code regarding lighting and fencing of outdoor areas

**** Sale of Alcoholic Liquor is allowed ONLY when a Temporary Permit has been issued by the State of Kansas Division of Alcoholic Beverage Control (ABC) AND the City of Wichita. A copy of BOTH permits shall be posted along with the site plan at the event and shall be available for inspection upon request by any law enforcement officer or any officer or agent of the ABC Division Director. Sale and consumption of Alcoholic Liquor may be handled by a licensed Caterer in some situations, such as events on private property or upon public property that has been exempted pursuant to Section 4.04.045 of the City code, and which does NOT include city streets, sidewalks or alleys.**

Sale and/or consumption of Alcoholic Liquor upon public streets and sidewalks is allowed ONLY when a Temporary Permit has been issued by the State of Kansas Division of Alcoholic Beverage Control AND the City of Wichita, AND when a TEMPORARY ENTERTAINMENT DISTRICT (TED) designation has been approved by the City Council. Alcoholic Liquor may NOT be sold on the premises of a TED by a Caterer.

Certificate of Coverage

Date: 9/3/2014

Certificate Holder

Catholic Diocese of Wichita
Chancery Office
424 North Broadway
Wichita, KS 67202

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage

THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location

Blessed Sacrament
124 N Roosevelt
Wichita, KS 67208

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
Property				Real & Personal Property	
D. General Liability	8579	7/1/2014	7/1/2015	Each Occurrence	500,000
<input checked="" type="checkbox"/> Occurrence				General Aggregate	
<input type="checkbox"/> Claims Made				Products-Comp/OP Agg	
				Personal & Adv Injury	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Excess Liability				Each Occurrence	
				Annual Aggregate	
Other				Each Occurrence	
				Claims Made	
				Annual Aggregate	
				Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage only extends to the City of Wichita for claims arising out of Blessed Sacrament's Oktoberfest Run for the Poor on October 4, 2014.

Holder of Certificate

Additional Protected Person(s)

City of Wichita
Division of Arts & Cultural Services
225 W. Douglas
Wichita, KS 67202

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Michael A. Johnson

0013001194

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 10/4/2014

Cancellation Date of Endorsement: 10/5/2014

Certificate Holder: Catholic Diocese of Wichita
Chancery Office
424 North Broadway
Wichita, KS 67202

Location: Blessed Sacrament
124 N Roosevelt
Wichita, KS 67208

Certificate No. 8579 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

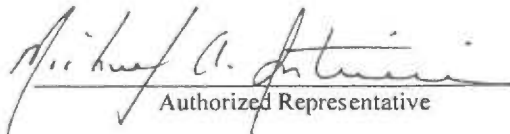
It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

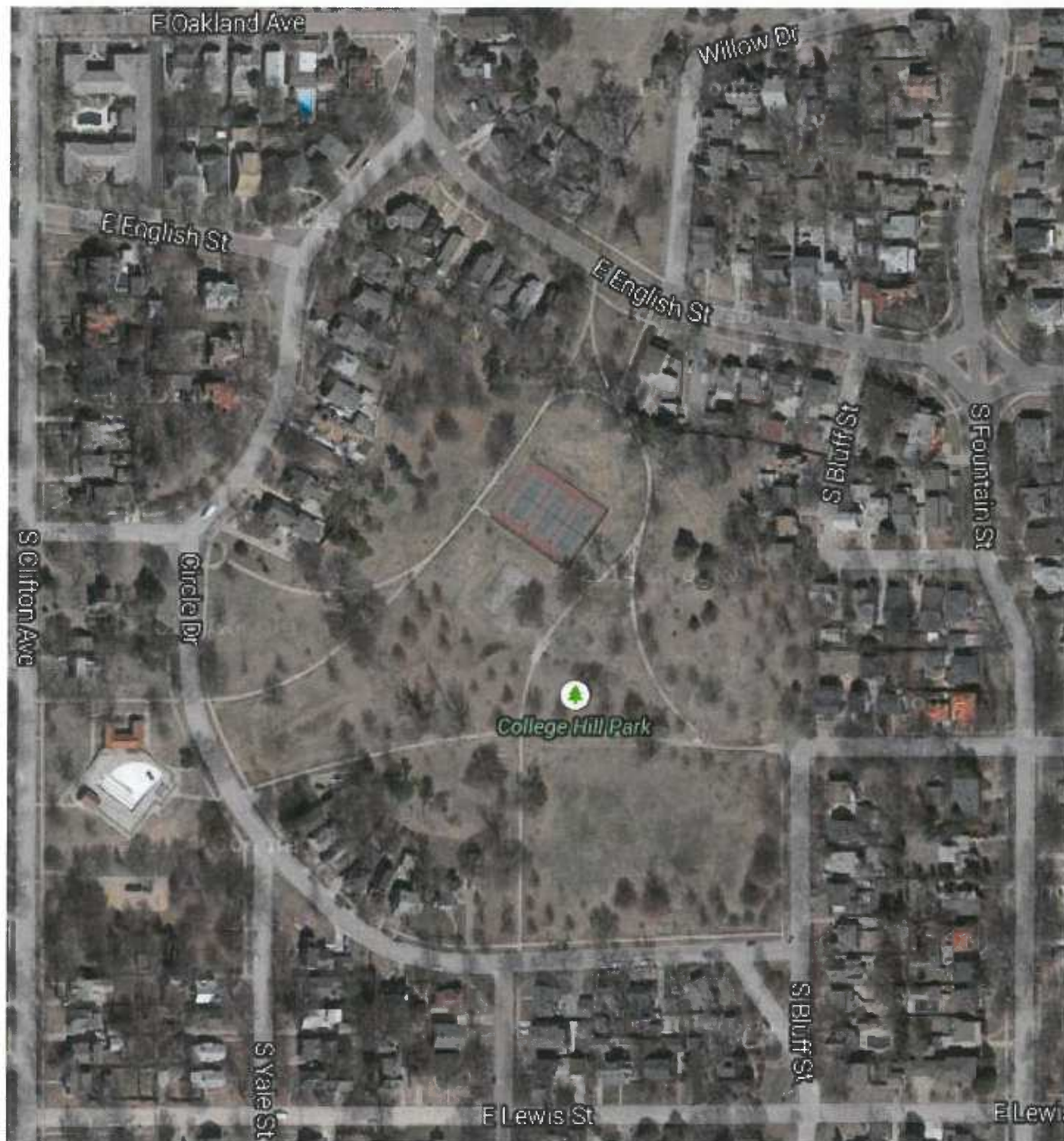
Schedule - ADDITIONAL PROTECTED PERSON(S)

City of Wichita
Division of Arts & Cultural Services
225 W. Douglas
Wichita, KS 67202

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):

Coverage only extends to the City of Wichita for claims arising out of Blessed Sacrament's Oktoberfest Run for the Poor on October 4, 2014.


Authorized Representative





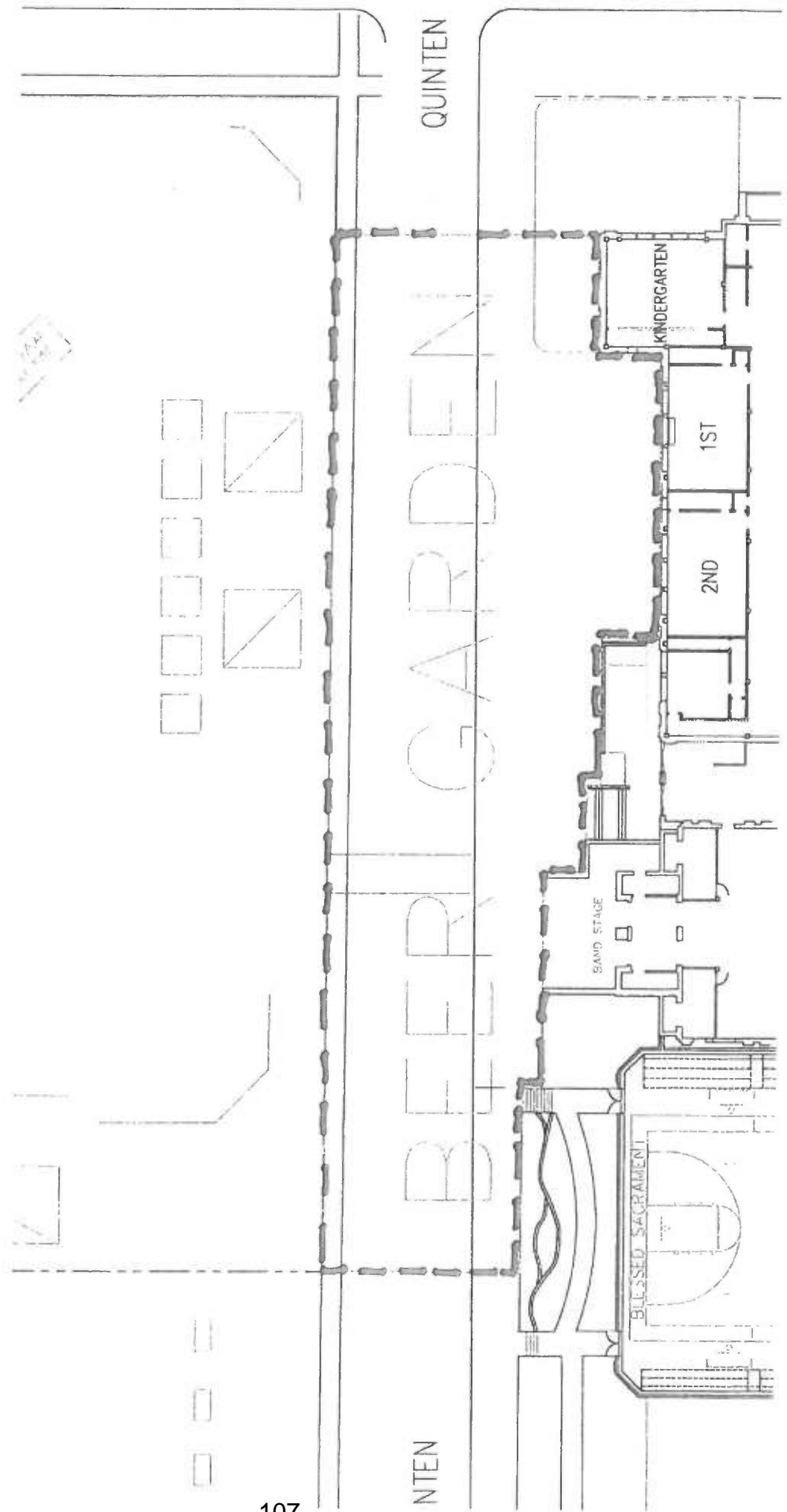


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- 1) Closing at N Division Street from Douglas to 1st Street
- 2) Parking will be located in 4 parking lots surrounding Blessed Sacrament
- 3) No Stage, using steps to Old Gym as main stage
- 4) Will have 25 trash cans from waste collection on Division Street & playground
- 5) 6 Bathrooms will be placed in playground across from Old Gym
- 6) Food and tents will section off from garden
- 7) Alcoholic Beverages will be served by Old Gym steps & no participating establishments

www.mapquest.com/print?z=a&app=core.c77eb3fdd449a3ee8127bc0d

JB



CITY OF WICHITA
City Council Meeting
September 23, 2014

TO: Mayor and City Council

SUBJECT: Sale of City Property at Acadia and Hale (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: In 1962, the City acquired Lot 9, Block 4, Country Acres 2nd Addition, at the transition of Acadia and Hale, for drainage purposes. Drainage was established along northerly 35 feet of the lot. The property was declared surplus and marketed with the caveat that the northerly 35 feet would be retained as a drainage easement by the City.

Analysis: An offer of \$4,500 has been received for the lot. The buyer intends to develop the site as a single family residence utilizing that part of the site not required for drainage.

Financial Considerations: The City will receive cash consideration for the sale of the property. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs.

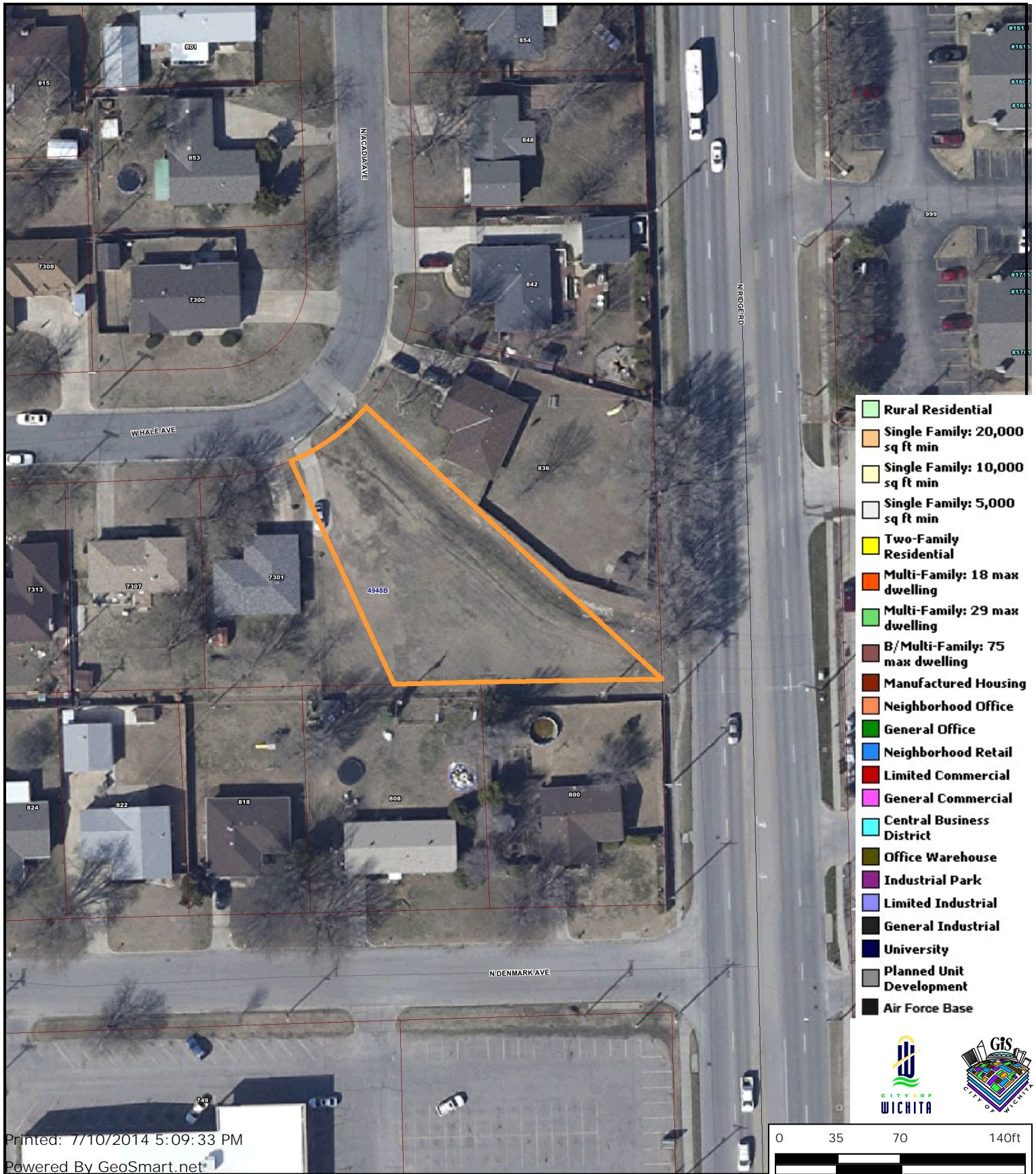
Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the real estate purchase agreement and authorize all necessary signatures.

Attachments: Real estate purchase agreement and aerial.



Acadia and Hale



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

REAL ESTATE SALE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2014 by and between the City of Wichita, Kansas, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and Tim Chadd and/or his assigns, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

Lot 9, Block 4, Country Acres 2nd to Wichita, Sedgwick County, Kansas.
2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Four Thousand Five Hundred Dollars and Zero Cents (\$4,500) in the manner following to-wit: cash at closing
3. The Buyer hereby agrees to execute, for the benefit of the Seller, a permanent drainage easement over and upon the northerly 35 feet of the parcel. The exact legal description of the easement area shall be developed prior to closing. The cost of preparation of said legal description shall be split evenly between the Buyer and the Seller.
3. Seller and Buyer agree to convey title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, acceptable to the other party. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid by Buyer.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
6. The Seller further agrees to convey the above-described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before October 31, 2014.

9. Possession to be given to Buyer at closing
10. Closing costs shall be paid 50% by Buyer and 50% by Seller.
11. The parties covenant and agree that except for closing, title insurance, easement description, and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.
12. Seller makes no warranty or guarantee as to the suitability of the real property proposed for trade for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:
 - A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
 - B. The presence or absence of any contamination by any hazardous substance;
 - C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
 - D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
 - E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
 - F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.
13. Buyer also covenants and agrees that Buyer, his agents, successors and assigns any future use of the property as described above for the following uses shall be prohibited:
 - A. Adult Book and Video Stores
 - B. Community Correctional Facilities
 - C. Half-way Houses
 - D. Drug or Alcohol Rehabilitation Facilities
 - E. Multi-game, Casino-style Gambling Facilities
 - F. New or Used Car Sales
 - G. Commercial Billboards
14. The covenants and agreements contained in Paragraphs 12, and 13 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.
15. Buyer hereby agrees; a) Buyer is accepting the subject property on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this contract and any future decisions he may make with regard to the property have been and will be made based on

his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the brokers or agents involved, and also agrees not to make any claim against the Seller or the brokers involved.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER

SELLER

Tim Chadd

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Sharon L. Dickgrafe, Interim Director of Law and City Attorney

City of Wichita
City Council Meeting
September 23, 2014

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments, Lot Clean Up (Districts I, III, IV, V and VI)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve the assessments and place the ordinance on first reading.

Background: The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinance allow the City to clean-up private properties that are in violation of environmental standards after proper notification is sent to the responsible party. A private contractor performs the work, and the MABCD bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the lot clean-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the MABCD is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

Attachments: Property List for Special Assessments and ordinance.

PIN #	Geo Code#	Address / Location	Amount	District #
00162088	C 164580002	V/L of 1626 N Oliver	\$561.49	1
00121721	B 03009	1007 E 9th St N	\$1,085.78	1
00202886	D 03445	Parcel N of 2128 W McCormick	\$1,349.27	4
00152675	C 08056	633 S Green	\$644.68	1
00162249	C 16532	2139 E Shadybrook	\$388.20	1
00197324	C 50060	4818 E 27th St N	\$354.60	1
00131831	B 115170001	V/L N Of 1502 E Berkley	\$744.37	3
00137596	C 01815	420 N Green	\$861.52	1
00465899	A 18929	525 W 48th St N	\$884.02	6
00211351	D 10058	214 S Clara St	\$698.05	4
00233680	D 323120001	610 S Sheridan Ave	\$578.40	4
00160687	C 14776	857 N Edgemoor	\$534.69	1
00198222	D 0022400UP	4650 S Meridian	\$3,275.31	4
00121563	B 02861	V/L between 1405 & 1413 E 9th	\$681.54	1
00121093	B 02432	341 N Cleveland	\$510.00	1
00136253	C 010900001	1602 N Piatt	\$579.74	1
00101388	A 020120002	1556 N Waco Ave	\$385.00	6
00106396	A 06154	908 S Wichita	\$385.00	3
00184436	C 39109	5110 E 21st St N	\$746.59	1
00109474	A 086860001	2046 N Park Pl	\$479.00	6
00139239	C 032040003	1754 N Volutsia	\$682.05	1
00151972	C 073900001	844 S Broadview	\$447.41	3
00158473	C 12768	3325 E Bayley	\$1,090.74	3
00169142	C 23602	4240 E Kinkaid St	\$1,730.00	3
00105635	A 05347	2321 N Fairview	\$800.22	6
00201031	D 02026	1032 W Dayton	\$493.24	4
00209605	D 08692	4150 W 2nd St N	\$411.40	6

Published in the Wichita Eagle on October 10, 2014

ORDINANCE NO. 49-835

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (**LOT CLEAN UP**) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

Legal of Parcel in Benefit District	Assessment
W 96.3 FT S 6 FT LOT 1 & W 96.3 FT LOT 3 WACO AVE SHERWOODS ADD	385.00
LOTS 22-24 FAIRVIEW AVE. WALTER MORRIS & SONS 2ND. ADD.	800.22
LOTS 44-46 WICHITA ST. DUNCAN SUPPL.	385.00
BEG 598 FT W & 30 FT S NE COR S1/2 NE1/4 NE1/4 W 80 FT S 50 FT E 79.23 FT N 50 FT TO BEG SEC 8-27-1E	479.00
LOT 44 EXC S 2 FT CLEVELAND AVE. MATHEWSON'S 3RD. ADD.	510.00
LOT 19 & E 18 FT LOT 20 FRISCO NOW 9TH. ST. TILFORD'S 2ND. ADD.	681.54
LOTS 2-4-6-8 EXC E 44.11 FT & EXC W 27.42 FT THEREOF WASHINGTON AVE MOORE'S ADD.	1085.78
S 348 FT W 155 FT BLOCK 16 EXC S 200 FT W 144 FT THEREOF RAINBOW FIRST ADD	744.37
LOTS 90-92-94 PIATT AVE. LOGAN ADD.	579.74
LOTS 14-16 GREEN ST. SOLOMON'S ADD.	861.52
LOTS 92-94 VOLUTSIA AVE. WOODRIDGE PLACE ADD.	682.05
LOT 243 & S 20 FT LOT 244 FAIRFAX ADD.	447.41
LOTS 51-53 GREEN ST DIXON'S ADD	644.68
LOT 8 BLOCK 1 PAUL'S ADD.	1090.74
LOT 11 BLOCK 6 COUNTRY SIDE ADD.	534.69
N 10 FT LOT 33-ALL LOTS 34-35 BLOCK 16 UNIVERSITY HEIGHTS ADD.	561.49
LOT 3 BLOCK 3 BUILDERS 2ND. ADD.	388.20

LOT 43 MEADOWLARK 4TH. ADD.	1730.00
LOT 5 UNIVERSITY GARDENS 2ND. ADD.	746.59
LOT 5 BLOCK 1 PEMBROOK ADD.	354.60
S1/2 W 263.6 FT S1/2 N1/2 SW1/4 EXC PT DEEDED TO CITY FOR ST SW1/4 SEC 18-28-1E	3275.31
LOTS 5-7 DAYTON AVE. GLENDALE ADD.	493.24
N 1/2 LOT 1 EVERETT AVE. LAWNFIELD ADD.	1349.27
BEG SW COR LOT 10 TH E 70 FT N 143 FT W 70 FT S 143 FT TO BEG BLOCK 16 PARKWILDE ADD.	411.40
LOT 10 BLOCK B WESTBREEZE 2ND. ADD.	698.05
LOT 4 EXC N 27.17 FT ROANN ADD.	578.40
LOT 4 EXC S 10 FT NORTHERN ACRES ADD.	884.02

SECTION 2. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **7th day of October, 2014.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Sharon Dickgrafe, Interim Director of Law

City of Wichita
City Council Meeting
September 23, 2014

TO: Mayor and City Council

SUBJECT: Abatement of Dangerous and Unsafe Structures (Districts I, II, III, IV and VI)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve the assessments and place the ordinances on first reading.

Background: The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to demolish or board-up and secure private property that is in violation of housing and/or building code standards, after proper notification of the responsible party/parties. A private contractor or City staff performs the work, and the MABCD bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the demolition and board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the demolition and board-up abatements in question, and the MABCD is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Statements of Charges will be mailed to the property owners on October 10, 2014. The property owners have 30 days from the date of the statement to pay the assessment and avoid paying interest. If unpaid, the principal and interest will then be spread for one year and placed on the 2015 tax roll.

Legal Considerations: The ordinances have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

Attachments: Property List – Special Assessments and Ordinances

<u>Tax Key #</u>	<u>PIN #</u>	<u>Location</u>		<u>Amount</u>	<u>District #</u>
D-03444	202885	2128 W McCormick	demolition & sealing sewer	\$5,339.00	IV
(Combined with Memo date			6/25/2014	\$4,919.00	
			6/27/2014	\$420.00	
			New Total	\$5,339.00)	
B-05004	124135	1514 S Mosley	demolition	\$9,525.73	III
A-07251	107605	1947 S Water	demolition	\$6,135.00	III
A-07962	108494	1547 N Burns	demolition	\$6,860.27	VI
C-04752-1	00141015	1907 N Erie	emergency board-up	\$1044.95	I
C-36507	00181422	8635 E Tamarac Ln	emergency board-up	\$148.13	II
D-38864	00241130	600 S Holland Ln	emergency board-up	\$158.45	IV
C-05100	00141377	141 S Kansas Ave	emergency board-up	\$261.24	I

____ Published in the Wichita Eagle on **October 10, 2014**

ORDINANCE NO. _____

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE **(BUILDING CONDEMNATION-DEMOLITION)** UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

Legal of Parcel in Benefit District	Assessment
LOTS 38-40 WATER ST. ENGLISH'S 9TH. ADD.	6135.00
LOTS 9-11 COX'S ADD.	6860.27
N 1/2 W 1/2 LOT 9 BLOCK 5 PERRY'S ADD.	9525.73
S 1/2 LOT 1 EVERETT AVE. LAWNFIELD ADD.	5339.00

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2015** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **7th day of October, 2014.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

:

Sharon Dickgrafe, Interim Director of Law

_____ Published in the Wichita Eagle on October 10, 2014

ORDINANCE NO. _____

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE **(BUILDING EMERGENCY BOARD-UP)** UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

Legal of Parcel in Benefit District	Assessment
LOTS 42-44 BLOCK 1 COLLEGE TERRACE ADD.	1044.95
LOTS 21-23 JOHNSON NOW KANSAS AVE. BLACK'S ADD.	261.24
LOT 20 BLOCK 5 BROOKHOLLOW FIRST ADD.	148.13
LOT 8 BLOCK B RIDGE PLAZA 8TH. ADD.	158.45

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2015** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **7th day of October, 2014.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

:

:

Sharon Dickgrafe, Interim Director of Law

City of Wichita
City Council Meeting
September 23, 2014

TO: Mayor and City Council

SUBJECT: Janitorial Services for Various City Facilities (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve new custodial services contracts.

Background: Since 1994, the City of Wichita has maintained contracts for custodial services. The current contracts provide for custodial services to the Central Public Library, Environmental Health, outside park restrooms, athletic field restrooms, Animal Control facility, Old Town and WaterWalk parking garages, Wichita Fire Department (WFD) Regional Training facility, Pawnee Prairie Park Community facility, and Property and Evidence. In response to the expiration of the current contracts, staff advertised and solicited new proposals (FP440037).

Analysis: Formal proposals were submitted and reviewed by the Staff Screening and Selection Committee. The committee recommended entering into contracts with Air Capital Building Maintenance to provide custodial services for the Central Public Library, Old Town and WaterWalk restrooms and parking garages, and WFD Regional Training Facility. Able Janitorial is recommended to provide custodial services for Environmental Health, athletic field restrooms, Pawnee Prairie Park Community Facility, and Property and Evidence. Wilson Building Maintenance is recommended to provide custodial services for outside park restrooms. AAA Commercial Janitorial is recommended to provide custodial services for the Animal Control Facility. The committee's recommendations are based on an evaluation of the vendors' adequacy of staffing and equipment, pricing, experience with similar work, and references.

Financial Considerations: Proposed custodial services contracts total \$482,844, a slight decrease from current contract pricing. The contract costs are broken down as follows: Central Public Library at \$111,046; Environmental Health at \$79,130; outside park restrooms at \$187,797; athletic field restrooms at \$26,520; Animal Control facility at \$32,500; Old Town and WaterWalk parking garages at \$31,861; WFD Regional Training facility at \$10,244; Pawnee Prairie Park Community facility at \$2,066; and Property and Evidence at \$1,680. These are annual costs, and the contracts are for one year with an option to renew under the same terms for up to two successive one-year periods. The contracts will be funded through the Department of Public Works and Utilities/Fleet and Facilities Division operating budget.

Legal Considerations: The Law Department has reviewed and approved the contracts as to form.

Recommendations/Actions: It is recommended that the City Council approve the custodial services contracts and authorize the necessary signatures.

Attachments: Contracts.

**CONTRACT
for
JANITORIAL SERVICES
FOR CENTRAL PUBLIC LIBRARY, 233 S. MAIN – GROUP 1, OLD
TOWN AND WATERWALK PARKING GARAGES AND
RESTROOMS, VARIOUS LOCATIONS WITHIN WICHITA, KANSAS
– GROUP 6 AND WICHITA FIRE DEPARTMENT REGIONAL
TRAINING FACILITY, 4780 E. 31ST SOUTH, WICHITA, KANSAS –
GROUP 7**

BLANKET PURCHASE ORDER NUMBER BP440081

THIS CONTRACT entered into this 23rd day of September, 2014, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **STEPHENS INDUSTRIES, INC. DBA AIR CAPITAL BUILDING MAINTENANCE CO.** (Vendor Code Number 810098-001), whose principal office is at 2822 E. 31st Street South, Wichita, Kansas, 67216, and whose telephone Number (316) 838-3828, hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited bids for **Janitorial Services for Central Public Library, 233 S. Main – Group 1, Old Town and WaterWalk Parking Garages and Restrooms, Various Locations Within Wichita, Kansas – Group 6 and Wichita Fire Department Regional Training Facility, 4780 E. 31st South, Wichita, Kansas – Group 7** (Formal Proposal – FP440037) [Commodity Code Number 91039]; and

WHEREAS, **VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP440037 [Commodity Code Number 91039], which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP440037, shall be considered a part of this contract and is incorporated by reference herein.

2. Compensation. CITY agrees to pay to **VENDOR** the following **unit prices** for **Janitorial Services for Janitorial Services for Central Public Library, 233 S. Main – Group 1, Old Town and WaterWalk Parking Garages and Restrooms, Various Locations Within Wichita, Kansas – Group 6 and Wichita Fire Department Regional Training Facility – Group 7** (Formal Formal Proposal – FP440037 [Commodity Code Number 91039] for the Public Works & Utilities Department as shown below as compensation as per the proposal, plans, specifications, addenda and **VENDOR's** proposal of June 26, 2014, and as approved by the City Council on September 23, 2014.

<u>Description</u>	<u>Unit Cost</u>
<u>Group 1:</u> Central Public Library, 233 S. Main, Cleaning and services 7 days a week between the hours of 5:00 p.m. and 2:30 a.m. (or other times as designated by the Director of the Libraries). Required cleaning and services will be six days a week when Library is closed on Sundays from Memorial Day through Labor Day. Cleaning rate .10 sq ft / mth	Weekly - \$2220.93, 6 day rate - \$1903.65
<u>Group 6:</u> Old Town and WaterWalk Parking Garages and Restrooms, Various Locations within Wichita, Kansas.	
1. Old Town Parking Garage, 215 N. Mosley. Services are to be provided 7 days a week, cleaning to take place between the hours of 4:00 a.m. and 6:00a.m.	Daily - \$28.50, Weekly - \$199.50
2. Old Town Free Standing Restrooms, 130 N. Mosley, Area to be cleaned two (2) times daily, seven (7) days a week, 365 days a year, once in the a.m. hours between 6:00 and 7:30 a.m. and again between 3:30 and 4:30 p.m. every day.	Daily - \$56.00, Weekly - \$392.30
3. WaterWalk Parking Garage and Restrooms, 515 S. Main. Area to be cleaned weekly, during the summer months between May 15th and September 30th for 21 weeks and daily during River Festival for 9 days in June. Other days of the year on an as needed daily basis for events.	\$37.50 per cleaning

Group 7:

Wichita Fire Department Regional Training Facility,
4780 E. 31st South, Wichita, KS. This facility is to be
cleaned twice a week: Mondays and Thursdays
between the hours of 7:00 P.M. and 4:00 A.M. Cleaning
is not required on official City holidays. Should the
scheduled cleaning day fall on a holiday, arrangements
are to be made with staff of an alternative cleaning day.

**Daily - \$98.50,
Weekly - \$197.00**

3. Term. The term of this contract shall be from **October 1, 2014 through September 30, 2015** with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the **CITY** at its discretion at any time within the original contract term, or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

4. VENDOR shall furnish the **CITY** within ten (10) days of contract execution with a good and sufficient Business Service Bond (Janitorial Honesty Bond) in the amount of **Ten Thousand Dollars (\$10,000.00)** conditioned upon provision of janitorial service without claim arising from misappropriation, theft or fraud relating to City property.

5. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability

Covering premises---operations, xcu hazards when applicable, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
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Property Damage Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Occurrence \$500,000 Each Aggregate
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2. Comprehensive Automobile Liability

All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Accident
Property Damage Liability	\$500,000 Each Accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Accident
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3. Workers' Compensation

Statutory

Employers Liability	\$100,000 Each Accident
	\$500,000 Aggregate
	\$100,000 Occupational Disease

6. Independent Contractor. The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

7. Compliance with Laws. **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

8. No Assignment. The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

9. Non-Discrimination. **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

10. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

11. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract has been created in Kansas.

13. Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized

by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

Janis Edwards
Deputy City Clerk

Carl Brewer
Mayor

APPROVED AS TO FORM:

**STEPHENS INDUSTRIES, INC. DBA AIR
CAPITAL BUILDING MAINTENANCE CO.**

Sharon L. Dickgrafe
Interim City Attorney & Director of Law

Signature

Print Signature Name

Title (*President or Corporate Officer*)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall

be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**CONTRACT
for
JANITORIAL SERVICES
FOR
ENVIRONMENTAL HEALTH, 1900 E. 9TH – GROUP 2, ATHLETIC
FIELDS VARIOUS LOCATIONS WITHIN WICHITA, KANSAS –
GROUP 4, PAWNEE PRAIRIE PARK COMMUNITY FACILITY, 2625
S. TYLER – GROUP 8 AND PROPERTY & EVIDENCE, 410 S.
WACO – GROUP 9
BLANKET PURCHASE ORDER NUMBER BP440080**

THIS CONTRACT entered into this 23rd day of September, 2014, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **ABLE JANITORIAL, INC.** (Vendor Code Number 801294-001), whose principal office is at 1927 S. Hydraulic, Wichita, Kansas, 67211, and whose telephone Number (316) 685-0527, hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited bids for **Janitorial Services for Environmental Health, 1900 E. 9th – Group 2, Athletic Fields Various Locations within Wichita, Kansas – Group 4, Pawnee Prairie Park Community Facility, 2625 S. Tyler – Group 8 and Property & Evidence, 410 S. Waco – Group 9** (Formal Proposal – FP440037) [Commodity Code Number 91039]; and

WHEREAS, VENDOR has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP440037 [Commodity Code Number 91039], which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP440037, shall be considered a part of this contract and is incorporated by reference herein.

2. Compensation. **CITY** agrees to pay to **VENDOR** the following **unit price** for **Janitorial Services for Environmental Health, 1900 E. 9th – Group 2, Athletic Fields Various Locations Within Wichita, Kansas – Group 4, Pawnee Prairie Park Community Facility, 2625 S. Tyler – Group 8 and Property & Evidence, 410 S. Waco – Group 9** (Formal Formal Proposal – FP440037 [Commodity Code Number 91039] for the Public Works & Utilities Department as shown below as compensation as

per the proposal, plans, specifications, addenda and **VENDOR's** proposal of June 26, 2014, and as approved by the City Council on September 23, 2014.

<u>Description</u>	<u>Unit Cost</u>
<u>Group 2:</u> Environmental Health, 1900 E, 9th, Wichita, Kansas, Weekly cost for 5 day a week, Contractor to supply one (1) Day Time Custodian at Environmental Health to work 7:30 a.m. - 4:00 p.m. (includes 1/2 hour lunch break), M-F	Cost per Square Foot - \$2.00, Weekly Rate - \$1,521.73
<u>Group 4:</u> Athletic Field Restrooms (Various Locations, Wichita, Kansas	Daily Rate - \$72.86, Weekly Rate - \$510.00
<u>Group 8:</u> Pawnee Prairie Park Community Facility & Outside Restrooms, 2625 S. Tyler, Wichita, KS. Services are to be provided Monday - Friday, cleaning to take place between the hours of 6 a.m. and 10 a.m.	Daily Rate – Inside Restrooms - \$7.85, Daily Rate - Outside Restrooms - \$4.75, Weekly Rate - Inside Restrooms - \$39.73, Weekly Rate - Outside Restrooms - \$23.77
<u>Group 9:</u> Property & Evidence, 401 S. Waco, Wichita, KS, To Be Cleaned Weekly on Friday morning 8:00 a.m. to 12:00 p.m. per weekly requirements, monthly requirements & other requirements as specified in Addendum 1 of RFP	Weekly Rate - \$32.31, Carpet Cleaning - Option 2 - \$240.00, Floor Stripping & Waxing - Option 1 - \$200.00

3. Term. The term of this contract shall be from **October 1, 2014 through September 30, 2015** with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the **CITY** at its discretion at any time within the original contract term, or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

4. **VENDOR** shall furnish the **CITY** within ten (10) days of contract execution with a good and sufficient Business Service Bond (Janitorial Honesty Bond) in the amount of **Ten Thousand Dollars (\$10,000.00)** conditioned upon provision of janitorial service without claim arising from misappropriation, theft or fraud relating to City property.

5. **Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability

Covering premises---operations, xcu hazards when applicable, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
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Property Damage Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Occurrence \$500,000 Each Aggregate
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2. Comprehensive Automobile Liability

All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Accident
Property Damage Liability	\$500,000 Each Accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Accident
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3. Workers' Compensation

Statutory

Employers Liability	\$100,000 Each Accident \$500,000 Aggregate \$100,000 Occupational Disease
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6. Independent Contractor. The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

7. Compliance with Laws. **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

8. No Assignment. The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

9. Non-Discrimination. **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

10. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

11. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract has been created in Kansas.

13. Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

Janis Edwards
Deputy City Clerk

Carl Brewer
Mayor

APPROVED AS TO FORM:

ABLE JANITORIAL, INC.

Sharon L. Dickgrafe
Interim City Attorney & Director of Law

Signature

Print Signature Name

Title (*President or Corporate Officer*)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall

be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
for
JANITORIAL SERVICES
FOR
OUTSIDE PARKS RESTROOMS – GROUP 3
BLANKET PURCHASE ORDER NUMBER BP440079

THIS CONTRACT entered into this 23rd day of September, 2014, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **WILSON BUILDING MAINTENANCE INC.** (Vendor Code Number 809007-001), whose principal office is at 624 E. 1st, Wichita, Kansas, 67202-7202, and whose telephone Number (316) 264-0699, hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited bids for **Janitorial Service for Outside Parks Restrooms – Group 3** (Formal Proposal – FP440037) [Commodity Code Number 91039]; and

WHEREAS, VENDOR has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP440037 [Commodity Code Number 91039], which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP440037, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay to **VENDOR** pricing as per **attached Exhibit B for Janitorial Services for Outside Parks Restrooms– Group 3** for Formal Proposal – FP440037 [Commodity Code Number 91039] for the Public Works & Utilities Department as shown below as compensation as per the proposal, plans, specifications, addenda and **VENDOR's** proposal of June 26, 2014, and as approved by the City Council on September 23, 2014.

3. **Term.** The term of this contract shall be from **October 1, 2014 through September 30, 2015** with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the **CITY** at its discretion at any time within the original contract term, or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

4. **VENDOR** shall furnish the **CITY** within ten (10) days of contract execution with a good and sufficient Business Service Bond (Janitorial Honesty Bond) in the amount of **Ten Thousand Dollars (\$10,000.00)** conditioned upon provision of janitorial service without claim arising from misappropriation, theft or fraud relating to City property.

5. **Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. **Comprehensive General Liability**

Covering premises---operations, xcu hazards when applicable, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
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Property Damage Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Occurrence \$500,000 Each Aggregate
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2. **Comprehensive Automobile Liability**

All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Accident
Property Damage Liability	\$500,000 Each Accident

Or

Bodily Injury and Property Damage
Liability (Combined Single Limit)

\$500,000 Each Accident

3. Workers' Compensation

Statutory

Employers Liability

\$100,000 Each Accident
\$500,000 Aggregate
\$100,000 Occupational Disease

6. Independent Contractor. The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

7. Compliance with Laws. **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

8. No Assignment. The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

9. Non-Discrimination. **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

10. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

11. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract has been created in Kansas. The parties agree that this contract has been created in Kansas.

13. Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

Janis Edwards
Deputy City Clerk

Carl Brewer
Mayor

APPROVED AS TO FORM:

WILSON BUILDING MAINTENANCE INC.

Sharon L. Dickgrafe
Interim City Attorney & Director of Law

Signature

Print Signature Name

Title *(President or Corporate Officer)*

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall

be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**CONTRACT
for
JANITORIAL SERVICES
FOR
ANIMAL CONTROL FACILITY – GROUP 5
BLANKET PURCHASE ORDER NUMBER BP440078**

THIS CONTRACT entered into this 23rd day of September, 2014, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **AAA COMMERCIAL JANITORIAL** (Vendor Code Number 829519-002), whose principal office is at 2201 S. Anna Street, Lot #16, Wichita, Kansas, 67209, and whose telephone Number (316) 409-0723, hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited bids for **Janitorial Services for Animal Control Facility – Group 5** (Formal Proposal – FP440037) [Commodity Code Number 91039]; and

WHEREAS, VENDOR has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP440037 [Commodity Code Number 91039], which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP440037, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay to **VENDOR** the following **unit price** for **Janitorial Services for Animal Control Facility, 3303 N. Hillside – Group 5** for Formal Proposal – FP440037 [Commodity Code Number 91039] for the Public Works & Utilities Department as shown below as compensation as per the proposal, plans, specifications, addenda and **VENDOR's** proposal of June 26, 2014, and as approved by the City Council on September 23, 2014.

<u>Item Number</u>	<u>Description</u>	<u>Unit Cost</u>
	<u>Group 5:</u>	
1	Animal Control Facility, 3303 N. Hillside, Wichita, KS. Annual cost 5 days a week service, 52 weeks a year	\$625.00 Weekly, \$125.00 Daily

3. **Term.** The term of this contract shall be from **October 1, 2014 through September 30, 2015** with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the **CITY** at its discretion at any time within the original contract term, or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

4. **VENDOR** shall furnish the **CITY** within ten (10) days of contract execution with a good and sufficient Business Service Bond (Janitorial Honesty Bond) in the amount of **Ten Thousand Dollars (\$10,000.00)** conditioned upon provision of janitorial service without claim arising from misappropriation, theft or fraud relating to City property.

5. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. **Comprehensive General Liability**

Covering premises---operations, xcu hazards when applicable, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
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Property Damage Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Occurrence \$500,000 Each Aggregate
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2. Comprehensive Automobile Liability

All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Accident
Property Damage Liability	\$500,000 Each Accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Accident
---	-------------------------

3. Workers' Compensation

Statutory

Employers Liability	\$100,000 Each Accident
	\$500,000 Aggregate
	\$100,000 Occupational Disease

6. Independent Contractor. The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

7. Compliance with Laws. **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

8. No Assignment. The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

9. Non-Discrimination. **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

10. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

11. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract has been created in Kansas.

13. Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

Janis Edwards
Deputy City Clerk

Carl Brewer
Mayor

APPROVED AS TO FORM:

AAA COMMERCIAL JANITORIAL

Sharon L. Dickgrafe
Interim City Attorney & Director of Law

Signature

Print Signature Name

Title *(Owner or Sole Proprietor)*

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall

be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**City of Wichita
City Council Meeting
September 23, 2014**

TO: Mayor and City Council

SUBJECT: Payment for Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of \$225,000 as a full settlement for all claims arising out of an automobile/heavy equipment accident which occurred on October 10, 2011.

Background: This civil lawsuit alleges that the plaintiff suffered injury to his head, neck, shoulders and arms as a result of an accident involving heavy equipment operated by a public works employee.

Analysis: The claimant has agreed to accept a lump sum payment of \$225,000 as full settlement of all his claims against the City of Wichita and its employee. Because of the uncertainty and risk of an adverse judgment at trial, the Law Department recommends the settlement. The settlement of this claim does not constitute an admission of liability on the part of the City or the employee; rather, it is merely a settlement to resolve a disputed claim.

Financial Considerations: Funding for this settlement payment is available from the City's Tort Claims Fund. Finance is directed to make any budget adjustments required and to issue any general obligation bonds, as necessary, to provide for payment of the approved settlement.

Legal Considerations: The Law Department recommends settlement of this claim for the amount of \$225,000 and has approved the bonding resolution as to form.

Recommendations/Actions: It is recommended that the City Council authorize payment of \$225,000 as full settlement of all possible claims arising out of the events which are the subject of this claim.

Attachments: Bonding Resolution

RESOLUTION NO. 14-289

**A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL
OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO
FUND A CIVIL LITIGATION SETTLEMENT.**

WHEREAS, K.S.A. 75-6113 (the "Act") provides that payment of any judgments, compromises or settlements for which a municipality is liable pursuant to K.S.A. 75-6101 *et seq.*, and amendments thereto, may be made from any funds or moneys of the municipality which lawfully may be utilized for such purpose or if the municipality is authorized by law to levy taxes upon property such payment may be made from moneys received from the issuance of no-fund warrants, temporary notes or general obligation bonds, provided that warrants or temporary notes issued shall mature serially at such yearly dates as to be payable by not more than 10 tax levies and any bonds shall be issued in accordance with the provisions of the general bond law and shall be in addition to and not subject to any bonded debt limitation prescribed by any other law of the state of Kansas; and

WHEREAS, the City of Wichita, Kansas (the "City"), is a municipality within the meaning of the Act; and

WHEREAS, the governing body of the City has heretofore approved a certain Settlement Agreement relating to an incident occurring on October 10, 2011, involving a City of Wichita cement breaker, under which Settlement Agreement the City is liable pursuant to K.S.A. 75-6101 *et seq.* to pay a settlement in the amount of \$225,000 and related expenses (the "Settlement"); and

WHEREAS, the governing body of the City hereby finds and determines it to be necessary to authorize the issuance of general obligation bonds of the City to finance the Settlement and related costs.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Financing. The City is hereby authorized to issue general obligation bonds (the "Bonds") pursuant to the authority of the Act in an amount necessary to pay the costs of the Settlement, plus interest on interim financing and associated financing costs. Bonds may be issued to reimburse Settlement expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

SECTION 2. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the City Council of the City of Wichita, Kansas, on September ____ 2014.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Sharon L. Dickgrafe,
Interim Director of Law

**City of Wichita
City Council Meeting
September 23, 2014**

TO: Mayor and City Council

SUBJECT: Payment for Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of \$10,018.53 as a full settlement for all property damage claims arising out of an automobile accident.

Background: This claim arises from a traffic accident which occurred on August 27, 2014. Claimant was traveling northbound on Emporia with a green light at the intersection with Waterman, when a vehicle driven by a park employee, failed to stop at the red light and struck claimant's vehicle.

Analysis: The claimant has agreed to accept a lump sum payment of \$10,018.53 as full settlement of all property damage claims against the City of Wichita and its employee. Because of the uncertainty and risk of an adverse judgment at trial, the Law Department recommends the settlement. The settlement of this claim does not constitute an admission of liability on the part of the City or the employee; rather, it is merely a settlement to resolve a disputed claim.

Financial Considerations: Funding for this settlement payment is from the City's Tort Claims Fund.

Legal Considerations: The Law Department recommends settlement of this claim for the amount of \$10,018.53.

Recommendations/Actions: It is recommended that the City Council authorize payment of \$10,018.53 as full settlement of all property damage claims arising out of the events which are the subject of this claim.

Attachments: None

Second Reading Ordinances for September 23, 2014 (first read on September 9, 2014)

A. Designation of the WSU Special Tax Levy for Sedgwick County Public Building Commission Revenue Bonds, WSU Innovation Campus Project.

ORDINANCE NO. 49-829

AN ORDINANCE DESIGNATING THE USE OF A PORTION OF THE SPECIAL AD VALOREM TAX LEVY MADE PURSUANT TO THE AUTHORITY OF K.S.A. 76-3a07 AND CHARTER ORDINANCE NO. 8 OF THE CITY OF WICHITA, KANSAS.

City of Wichita
City Council Meeting
September 23, 2014

TO: Mayor and City Council

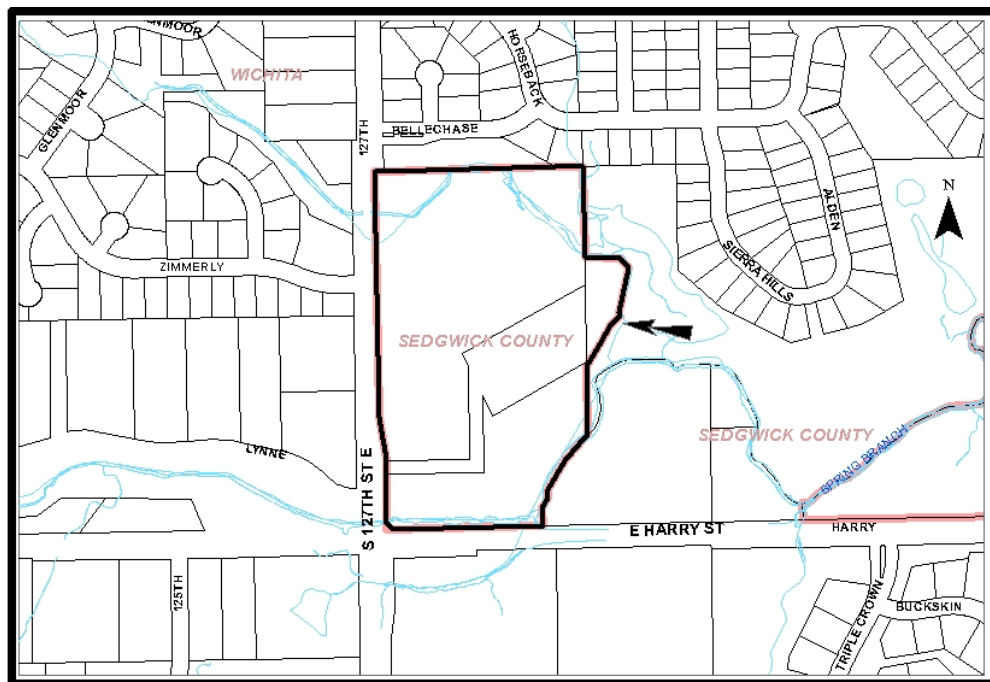
SUBJECT: SUB2014-00020 -- Plat of The Steppes at Ark Valley Addition located on the Northeast Corner of 127th Street East and Harry (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)



Background: The site was recently annexed into the City. The property consists of 32 lots on 23.6 acres and is zoned SF-5 Single-family Residential and LC Limited Commercial. A zone change (ZON2014-00012) has been approved from SF-5 Single-family Residential to TF-3 Two-family Residential for a portion of the site. The LC-zoned property will be used for residential units.

Analysis: The applicant has submitted 100 percent Petitions and a Certificate of Petitions for sewer, water and drainage improvements. The applicant has submitted a Restrictive Covenant limiting the site to residential uses. The applicant has submitted a financial guarantee and a Restrictive Covenant to assure that the private street will be constructed to a public street standard. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has provided a Restrictive Covenant restricting the use of a 15-foot street, drainage and utility easement adjoining a narrow street right-of-way.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to

conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petitions, Restrictive Covenants and Resolutions as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Attachments: Certificate of Petitions.
Restrictive Covenants.
Ordinance.
Resolutions.

COPY

CERTIFICATE

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

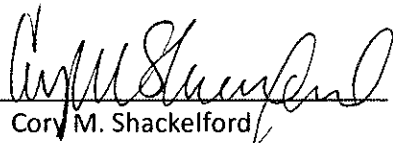
I, Cory M. Shackelford, member of The Steppes at Ark Valley, LLC, a Kansas limited liability company, owner of The Steppes at Ark Valley, an Addition to Wichita, Sedgwick County, Kansas, do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Water Distribution System (Interior)
3. Storm Water Drain

As a result of the above-mentioned petitions for improvements, lots or portions thereof within The Steppes at Ark Valley, an Addition to Wichita, Sedgwick County, Kansas may be subject to special assessments assessed thereto for the cost of construction the above-described improvements.

Signed this 28TH day of AUGUST, 2014.

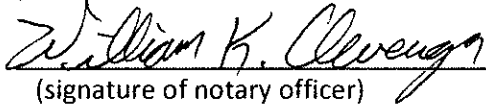
The Steppes at Ark Valley, LLC,
a Kansas limited liability company

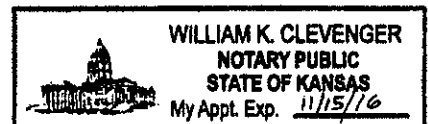
By:  Member
Cory M. Shackelford

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 28TH day of AUGUST, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Cory M. Shackelford, member, on behalf of The Steppes at Arc Valley, LLC, a Kansas limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

 Notary Public
(signature of notary officer)



My appointment expires: Nov. 15TH, 2016.

COPY

RESTRICTIVE COVENANT

THIS DECLARATION made this 28TH day of AUGUST, 2014, by The Steppes at Ark Valley, LLC, a Kansas limited liability company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

The Steppes at Ark Valley, an Addition to Wichita, Sedgwick County, Kansas.

WHEREAS, the Declarant is desirous in connection therewith that various restrictions be placed of record on the 15-foot street, drainage, sidewalk and utility easements.

NOW, THEREFORE, Declarant hereby declares and covenants that retaining walls, change of grade, fences, earth berms, and mass plantings shall be prohibited within the said easements. Furthermore, the Declarant hereby agrees that any planting within the said easements shall be reviewed by the City Forestry Division, prior to installation.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land, and is binding on all successors in title to all Lots, as platted in said The Steppes at Ark Valley, an Addition to Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita and/or County. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the date and year first above written.


The Steppes at Ark Valley, LLC,
a Kansas limited liability company

By:  Member
Cory M. Shackelford

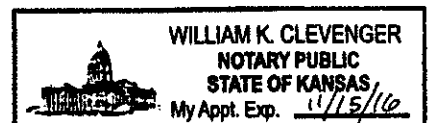
STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 28TH day of AUGUST, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Cory M. Shackelford, member, on behalf of The Steppes at Arc Valley, LLC, a Kansas limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

, Notary Public
(signature of notary officer)

My appointment expires: NOV. 15TH, 2016.



COPY

RESTRICTIVE COVENANT

THIS DECLARATION made this 28TH day of AUGUST, 2014, by The Steppes at Ark Valley, LLC, a Kansas limited liability company,

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as The Steppes at Ark Valley, an Addition to Wichita, Sedgwick County, Kansas,

WHEREAS, as a part of the platting process, certain requirements have been made by the Wichita-Sedgwick County Metropolitan Area Planning Department regarding the maintenance of the Reserves being platted with the Addition.

NOW THEREFORE, the undersigned does hereby subject The Steppes at Ark Valley, an Addition to Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

1. Maintenance of Reserves A, B, C, D and E, The Steppes at Ark Valley, an Addition to Wichita, Sedgwick County, Kansas, shall be the responsibility of The Steppes at Ark Valley, LLC, a Kansas limited liability company, until such time that a homeowners association is formed and charged with maintenance responsibilities of said Reserves.

In the event that the undersigned, its successors or assigns, shall fail at any time to maintain the drainage improvements within said Reserves situated in The Steppes at Ark Valley, an Addition to Wichita, Sedgwick County, Kansas, the appropriate governing body may serve a written Notice of Delinquency upon the undersigned setting forth the manner in which the undersigned has failed to maintain the drainage improvements. Such notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the undersigned may fulfill the obligations. If said obligation is not fulfilled within the time specified, the appropriate governing body, in order to preserve the taxable value of the properties within the Addition, to insure proper functioning of the drainage improvements or to prevent the reserves from becoming a nuisance, may enter upon said Reserves and perform the obligations listed in the Notice of Delinquency. All costs incurred by the governing body, in carrying out the obligations of the undersigned may be assessed against the Reserves situated in The Steppes at Ark Valley, an Addition to Wichita, Sedgwick County, Kansas, in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserves. Should the

undersigned, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice of Delinquency are not proper for any reason, may, within the twenty-day period to be provided in said notice, apply for a hearing before the governing body having jurisdiction over the Notice of Delinquency, to appeal said assessments and any further proceedings with respect to such appeal.

2. This covenant is binding on the owners, their successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.
3. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita, and the County of Sedgwick. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

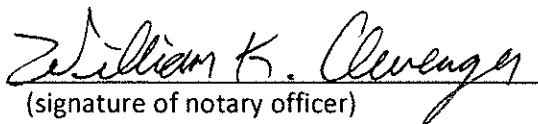
The Steppes at Ark Valley, LLC,
a Kansas limited liability company

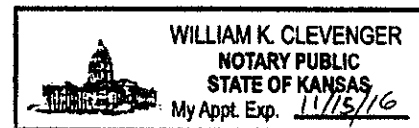
By:  Member
Cory M. Shackelford

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 28TH day of AUGUST, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Cory M. Shackelford, member, on behalf of The Steppes at Arc Valley, LLC, a Kansas limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

, Notary Public
(signature of notary officer)



My appointment expires: NOV. 15TH, 20 16.

APPROVED AS TO FORM:

Sharon Dickgrafe, Interim
Director of Law & City Attorney

COPY

RESTRICTIVE COVENANT

THIS DECLARATION made this 28TH day of AUGUST, 2014, by The Steppes at Ark Valley, LLC, a Kansas limited liability company,

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

The Steppes at Ark Valley, an Addition to Wichita, Sedgwick County, Kansas.

WHEREAS, a portion of the Declarant's property is zoned LC (Limited Commercial) and is in the process of being platted for residential purposes, and

WHEREAS, the City of Wichita, in connection with approval of the plat of said addition, shall require that this property be limited to residential construction on said property:

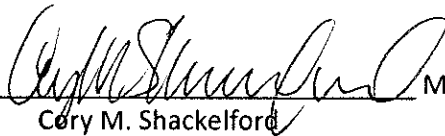
NOW, THEREFORE, Declarant hereby declares that the plat of The Steppes at Ark Valley, an Addition to Wichita, Sedgwick County, Kansas, shall be and the same is subjected to the following restrictive covenant, to wit:

That these premises shall be limited residential uses. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall be binding upon the successors and assigns, jointly and severally, by these presents.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

Executed the date and year first above written.

The Steppes at Ark Valley, LLC,
a Kansas limited liability company

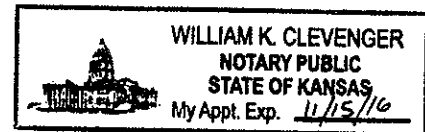
By:  Member
Cory M. Shackelford

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 28TH day of AUGUST, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Cory M. Shackelford, member, on behalf of The Steppes at Arc Valley, LLC, a Kansas limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

, Notary Public
(signature of notary officer)



My appointment expires: NOV. 15TH, 20 16.

APPROVED AS TO FORM:

Sharon Dickgrafe, Interim
Director of Law & City Attorney

COPY

RESTRICTIVE COVENANT

This covenant, executed this 29 day of August, 2014

WITNESSETH: That

WHEREAS, the undersigned is platting certain real property to be known as The Steppes at Ark Valley, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, the undersigned The Steppes at Ark Valley, LLC, a Kansas limited liability company is the current owner of the

Parcel 1:

A tract in the Southwest Quarter of Section 26, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as beginning at a point on the West line of said Southwest Quarter, said point being 244 feet North of the Southwest corner thereof; thence East at right angles 400 feet; thence North at right angles 279.68 feet; thence with an angle to the right of 154 degrees 20' a distance of 83.7 feet; thence with an angle to the left of 90 degrees 00' a distance of 379.6 feet to a point 778.5 feet East of the West line of said Southwest Quarter; thence with an angle to the left of 64 degrees 20' and parallel with the West line of said Southwest Quarter a distance of 277.39 feet; thence with an angle to the left of 115 degrees 40' a distance of 499.76 feet; thence with an angle to the left of 90 degrees 00' a distance of 51 feet; thence with an angle to the right of 25 degrees 40' a distance of 333.57 feet; thence with an angle to the right of 90 degrees 00' a distance of 350 feet to the West line of said Southwest Quarter; thence South 50 feet to point of beginning.

Parcel 2:

A tract in the Southwest Quarter of Section 26, Township 27 South, Range 2 East, described as: Beginning at the Southwest corner thereof; thence North along the West line of said Southwest Quarter, 244 feet; thence East at right angles, 400 feet; thence North at right angles, 279.68 feet; thence with an angle to the right of 154 degrees 20' a distance of 83.7 feet; thence with an angle to the left of 90 degrees 00' a distance of 379.6 feet to a point 778.5 feet East of the West line of said Southwest Quarter; thence South parallel with the West line of said Southwest Quarter to the South line of said Southwest Quarter; thence West 778.5 feet to beginning. Subject to easement for channel change filed November 5, 1949 and recorded in Miscellaneous Book 252, Page 11;

EXCEPT that part of the South half of the Southwest Quarter of Section 26, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as:

Commencing at the Southwest corner of said Southwest Quarter; thence on the South line of said Southwest Quarter with an assumed bearing of North 89 degrees 08'50" East, a distance of 606.51 feet to the Point of Beginning; thence North 0 degrees 32'58" West, parallel with the West line of said Southwest Quarter, a distance of 105 feet to the centerline of a creek; thence North 30 degrees 07'02" East, on said centerline, a distance of 41 feet; thence North 0 degrees 52'58" West, on said

centerline, a distance of 30 feet; thence North 30 degrees 27'02" East, on said centerline, a distance of 123 feet; thence North 39 degrees 27'02" East, on said centerline, a distance of 79 feet; thence North 59 degrees 27'02" East, on said centerline, a distance of 42.87 feet, more or less, to a point on the West line of the East 762 feet of the West 1540.5 feet of said South half; thence South 0 degrees 32'58" East, a distance of 356.74 feet to a point on the South line of said South half; thence South 89 degrees 08'50" West, a distance of 172.00 feet to the Point of Beginning.

Parcel 3:

The West 778.5 feet of the South Half of the Southwest Quarter of Section 26, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, EXCEPT beginning at a point on the West line of said Southwest Quarter, said point being 244 feet North of the Southwest corner thereof; thence East at right angles 400 feet; thence North at right angles 279.68 feet; thence with an angle to the right of 154°20' a distance of 83.7 feet; thence with an angle to the left of 90°00' a distance of 379.6 feet to a point 778.5 feet East of the West line of said Southwest Quarter; thence with an angle to the left of 64°20' and parallel with the West line of said Southwest Quarter a distance of 277.39 feet; thence with an angle to the left of 115°40' a distance of 499.76 feet; thence with an angle to the left of 90°00' a distance of 51 feet; thence with an angle to the right of 25°40' a distance of 333.57 feet; thence with an angle to the right of 90°00' a distance of 350 feet to the West line of said Southwest Quarter; thence South 50 feet to the point of beginning; AND EXCEPT beginning at the Southwest corner thereof; thence North along the West line of said Southwest Quarter, 244 feet; thence East at right angles 400 feet; thence North at right angles 279.68 feet; thence with an angle to the right of 154°20' a distance of 83.7 feet; thence with an angle to the left of 90°00' a distance of 379.6 feet to a point 778.5 feet East of the West line of said Southwest Quarter; thence South parallel with the West line of said Southwest Quarter to the South line of said Southwest Quarter; thence West 778.5 feet to beginning.

Parcel 4:

That part of the East 762 feet of the West 1540.5 feet of the South Half of the Southwest Quarter of Section 26, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as: Commencing at the Southwest corner of said East 762 feet; thence North on the West line of said East 762 feet, with an assumed bearing of N 0°32'58" W, a distance of 608.70 feet to the point of beginning; thence N 0°32'58" W, a distance of 394.82 feet; thence S 87°08'11" E, a distance of 128.77 feet; thence S 38°46'30" E, a distance of 44.36 feet; thence S 11°57'15" W, a distance of 165.81 feet; thence S 21°41'53" E, a distance of 11.72 feet; thence S 47°30'57" W, a distance of 46.10 feet; thence S 29°18'56" W, a distance of 70.61 feet; thence S 31°33'22" W, a distance of 103.23 feet to the point of beginning.

and

WHEREAS, the undersigned desires to construct private streets, to be platted as Zimmerly Street and Timber Lake Road designated as Reserve "C" on the plat, to provide access to subject Lots 1 through 21, Block 1 and Lots 1 through 11, Block 2; and

WHEREAS, the City of Wichita desires that no building permits been issued on subject Lots 1 through 21, Block 1 and Lots 1 through 11, Block 2, until such time that subject private streets are constructed or an acceptable guaranty has submitted, accepted and approved by the City of Wichita for said paving;

NOW THEREFORE, The undersigned owner of the above described property does hereby subject subject Lots 1 through 21, Block 1 and Lots 1 through 11, Block 2 to the following covenants and restrictions:

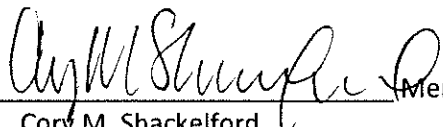
No building permits shall be issued for any permanent structures on subject subject Lots 1 through 21, Block 1 and Lots 1 through 11, Block 2 until such time that the owner of subject Lots 1 through 21, Block 1 and Lots 1 through 11, Block 2 provides acceptable certification to the City of Wichita that Zimmerly Street and Timber Lake Road have been constructed to meet the requirement so the City Engineer's Office; or an acceptable guaranty has been submitted, accepted and approved by the City of Wichita to provide for the paving of subject street if the owner of said subject Lots 1 through 21, Block 1 and Lots 1 through 11, Block 2 fails to construct the street privately.

This covenant runs with the land and is binding on the future owners and assigns.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written above.

The Steppes at Ark Valley, LLC,
a Kansas limited liability company

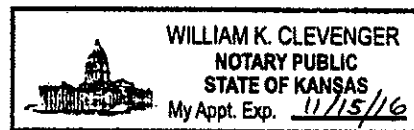
By:  Member
Cory M. Shackelford

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 29TH day of AUGUST, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Cory M. Shackelford, member, on behalf of The Steppes at Arc Valley, LLC, a Kansas limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

, Notary Public
(signature of notary officer)



My appointment expires: NOV. 15TH, 2016.

APPROVED AS TO FORM:

Sharon L. Dickgraft, Interim City Attorney
& Director of Law

Published in The Wichita Eagle on October 10, 2014

ORDINANCE NO. 49-838

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.**

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2014-00012

Zone change request from SF-5 Single-family Residential to TF-3 Two-family Residential on property described as:

Lots 1 through 9, Block 1, Part of Lot 1, Block 2 and all of Lots 2 through 11, Block 2, The Steppes at Ark Valley, an Addition to Wichita, Sedgwick County, Kansas.

Generally located on the Northeast Corner of 127th Street East and Harry.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 7th day of October, 2014.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

Sharon L. Dickgrafe, Interim
Director of Law & City Attorney

First Published in the Wichita Eagle on September 26, 2014

RESOLUTION NO. 14-286

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 11, MAIN 18, FOUR MILE CREEK SEWER (NORTH OF HARRY, EAST OF 127TH STREET EAST) 468-84979** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 11, MAIN 18, FOUR MILE CREEK SEWER (NORTH OF HARRY, EAST OF 127TH STREET EAST) 468-84979** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 11, Main 18, Four Mile Creek Sewer (north of Harry, east of 127th Street East) 468-84979**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Seventy-Seven Thousand Dollars (\$177,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **June 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

THE STEPPES AT ARK VALLYE

Lots 1 through 9, and 11 through 21 Block 1

Lots 1 through 11, Block 2

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the following described lots and tracts situated in The Steppes at Ark Valley, an addition to Wichita, Sedgwick County, Kansas shall each pay 1/31 of the total cost payable by the improvement district:

THE STEPPES AT ARK VALLYE

Lots 1 through 9, and 11 through 21 Block 1

Lots 1 through 11, Block 2

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 23rd day of September, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

SHARON DICKGRAFE, INTERIM
DIRECTOR OF LAW & CITY ATTORNEY

First Published in the Wichita Eagle on September 26, 2014

RESOLUTION NO. 14-287

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING **STORM WATER DRAIN NO. 395 (NORTH OF HARRY, EAST OF 127TH) 468-84980** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF **STORM WATER DRAIN NO. 395 (NORTH OF HARRY, EAST OF 127TH) 468-84980** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Drain No. 395 (north of Harry, east of 127th) 468-84980**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Eighty-Five Thousand Dollars (\$185,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **June 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

THE STEPPES AT ARK VALLEY

Lots 1 through 9, and 11 through 21, Block 1
Lots 1 through 11, Block 2

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: That the following described lots and tracts situated in The Steppes at Ark Valley, an addition to Wichita, Sedgwick County, Kansas shall each pay 1/31 of the total cost payable by the improvement district:

THE STEPPES AT ARK VALLEY

Lots 1 through 9, and 11 through 21, Block 1
Lots 1 through 11, Block 2

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 23rd day of September 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

SHARON DICKGRAFE, INTERIM
DIRECTOR OF LAW & CITY ATTORNEY

First Published in the Wichita Eagle on September 26, 2014

RESOLUTION NO. 14-288

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90642 (NORTH OF HARRY, EAST OF 127TH)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90642 (NORTH OF HARRY, EAST OF 127TH)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90642 (north of Harry, east of 127th)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Eighty-Four Thousand Dollars (\$84,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **June 1, 2014**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Twenty-Three Thousand Nine Hundred Eighty Six Dollars (\$23,986) to be divided equally per lot, 32 lots, resulting in a per lot assessment of \$750.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

THE STEPPES AT ARK VALLEY

Lots 1 through 21, Block 1

Lots 1 through 11, Block 2

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the following tracts and lots in The Steppes at Ark Valley, an addition to Wichita, Sedgwick County, Kansas shall each pay 1/32 of the total cost of the improvement district:

THE STEPPES AT ARK VALLEY

Lots 1 through 21, Block 1

Lots 1 through 11, Block 2

Where the ownership of a single lot or tract may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 23rd day of September, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

SHARON DICKGRAFE, INTERIM
DIRECTOR OF LAW & CITY ATTORNEY

**City of Wichita
City Council Meeting
September 23, 2014**

TO: Wichita Airport Authority

SUBJECT: Jabara Road Reconstruction and T-Hangar Expansion
Supplemental Agreement No. 1 for Construction Phase Services
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: The primary entrance road (35th Street North) to the Fixed Base Operator (FBO) terminal and Jabara Road are in need of reconstruction, as does the parking lot at 3340 Jabara Road. Jabara Road serves the T-hangar complex, a corporate hangar site north of the FBO, as well as the airport's fuel farm. This project will: 1) reconstruct Jabara Road from the FBO parking lot north past the security fence; 2) reconstruct 35th Street North; 3) construct a new access road from Jabara Road to the apron; 4) reconstruct the parking lot at 3340 Jabara Road; and 5) perform maintenance on a segment of the south end of Jabara Road.

T-hangar complex No. 14 is in poor condition due to shifting. The slab and subgrade need to be reconstructed and the damaged hangars replaced. In addition to replacing the existing T-hangar building, T-hangars Nos. 12 and 14 will be expanded to use the remaining available space within the taxiway system in order to increase capacity for aircraft storage. This project is in the approved Capital Improvement Plan (CIP) and was initiated by the Wichita Airport Authority (WAA) on March 26, 2013, at which time Professional Engineering Consultants (PEC) was awarded the design contract. The construction contract with Cornejo was awarded by the WAA on July 22, 2014.

Analysis: Construction phase services from PEC for contract administration and resident engineering services are required at this time. In addition, some scope adjustments related to the fuel farm were requested by the FBO during project design. Preparation of applications to meet regulatory requirements for state pollution discharge and City storm water permits are also required. Therefore, a supplemental agreement with PEC for these services has been prepared.

Financial Considerations: The cost of the supplemental agreement is \$391,658, which brings the PEC contract total to \$497,149. Funding is available within the project budget, which is funded with a combination of Federal Aviation Administration (FAA) grant funds (90% of eligible work), a Kansas Department of Transportation (KDOT) grant up to a maximum of \$400,000, FBO reimbursement up to a maximum of \$200,000, and general obligation bonds repaid with Airport revenue.

Legal Considerations: The Law Department has reviewed and approved the supplemental agreement as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the supplemental agreement and authorize necessary signatures, pending FAA approval.

Attachments: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

to the

AGREEMENT FOR CONSULTING SERVICES

between

THE WICHITA AIRPORT AUTHORITY, WICHITA, KANSAS

Party of the First Part, hereinafter called the

"OWNER"

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

303 SOUTH TOPEKA

WICHITA, KANSAS 67202

Remit to Address:

PO Box 92

Wichita, KS 67201

Party of the Second Part, hereinafter called the

"CONSULTANT"

WITNESSETH:

WHEREAS, there now exists a Contract between the two parties dated March 26, 2013 for consulting services to be provided by the CONSULTANT in conjunction with the Jabara Road Paving, Drainage and T-Hanger Improvements at Colonel James Jabara Airport, hereinafter called the "PROJECT"; and

WHEREAS, the OWNER desires that the CONSULTANT provide additional services to develop concepts for the Midwest Corporate Aviation Fuel Farm related improvements.

WHEREAS, the OWNER now desires to proceed with Exhibit A Article G. Construction Phase Services of the existing Agreement in conjunction with constructing the PROJECT under the title: Jabara Road Reconstruction and T-Hanger Expansion, FAA AIP Project Number 3-20-0089-(FUTURE), City of Wichita Project Number 463-061;

WHEREAS, Article I, Exhibit A Paragraph 1.G. of the existing Agreement provides that the Scope of Services and Payment to the CONSULTANT for furnishing Construction Phase Services for the PROJECT shall be established by Supplemental Agreement; and

WHEREAS, it is the desire of both parties that the CONSULTANT provide Construction Phase Services for the PROJECT, and in compliance with the F.A.A. Central Region criteria:

The project is partially funded by an FAA AIP grant. The non-AIP eligible work is herein identified as: a.) Demolition of Hangar 14. b.) All electrical and Communications Work. c.) Asphalt and Concrete Maintenance Work at South End of Jabara Road. d.) 3340 S. Jabara Road Parking Lot Reconstruction and Landscaping. e.) Jabara Road Grading, Paving, and Seeding North of 35th Street. f.) Jabara Road Pavement Removal South of Cul-De-Sac at Station 23. g.) Cul-De-Sac Grading, Paving, and Seeding at South End of Jabara Road. h.) Security Gate and Chain Link Gate. i.) A Proportional Amount of Lump Sum General Work Items Equal to the Ratio of non-AIP eligible work to AIP eligible work.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

A. ADDITIONAL SERVICES

1. Provide scope adjustments for development of concepts for the Midwest Corporate Aviation fuel farm related improvements:

- (i) Develop access road, fuel truck apron, and tank farm layout concepts. Design of geometry and drainage plans for multiple layouts, both adjacent to Midwest Corporate Aviation and south of Taxiway A5.
- (ii) Revise design plans for requested change in layout of the south Jabara Road cul-de-sac.
- (iii) Revise design plans to include an airfield access road off of the south cul-de-sac.
- (iv) Prepare and submit NPDES Notice of Intent to KDHE.
- (v) Prepare and submit City of Wichita Storm Water permit application.

(vi)Electrical design concepts and cost estimating for new fuel farm improvements.

2. Add landscaping, irrigation, and a sidewalk at the Telco Building.

B. CONTRACT ADMINISTRATION. Contract Administration duties shall routinely be the responsibility of the CONSULTANT's Project Manager.

1. Pre-Construction

- a. Conduct Preconstruction Conference per AC 150/5300-9.
- b. Develop Construction Observation program per Sponsor's Grant condition

2. During Construction Provide the Following:

- a. Prepare estimate forms for periodic payment to the Contractor.
- b. Receive and review Contractor's Quality Control Program and Safety Plan Compliance Document.
- c. Make periodic visits to the PROJECT site to determine Contractor's progress and general character of the work.
- d. Consult with the Resident PROJECT Representative regarding interpretations or clarifications of the plans and specifications.
- e. Provide CONSULTANT's decision in accordance with the contract documents on questions regarding the work.
- f. Conduct acceptance reviews of shop drawings and materials certifications
- g. Assist OWNER with Buy American Preferences compliance.
- h. Prepare Supplemental Agreements covering modifications or revisions necessitated by field conditions.
- i. Review Change Orders and/or Supplemental Agreements prepared by the Resident PROJECT Representative.
- j. Conduct Final Inspection of the work.
- k. Issue Certificate of Completion when the PROJECT has been completed.

- I. Meet with OWNER as requested during construction to review progress.

3. After Construction Provide the Following:

- a. Prepare reproducible "Record" drawings of the completed work based on information provided by the Resident PROJECT Representative.
- b. Deliver "Record" drawings to the OWNER in both hard copy (black line bond) and digital form (CD-ROM & pdf full-size). Digital files shall include only those drawings prepared using AUTO CAD methods and shall be delivered in a format acceptable to the OWNER. Project Specifications shall be delivered in digital file (pdf, individual MS Word files when requested) with the "Record" drawings.
- c. Provide a "Summary of Test Reports" on the completed work.
- d. Prepare "Certificates of Completion" for review by the CONSULTANT's Project Manager and submit same to the OWNER.
- e. Develop documentation of the final construction report to address items such as: narrative of work performed, summary of milestone data, contract time, project costs, contract changes, Buy American provision, photos, final inspection. Provide within 30 days of Final Acceptance.

C. RESIDENT ENGINEERING SERVICES. Resident Engineering duties will routinely be the responsibility of the CONSULTANT's Resident PROJECT Representative.

1. During Construction Provide the Following:

- a. Provide personnel acceptable to the OWNER to perform technical observation during construction of the PROJECT, including a full-time Resident PROJECT Representative, who shall be supervised by the PROJECT Resident Engineer. The Resident Engineer shall be a registered Professional Engineer with qualifications conforming to the Central Region FAA "Standards for Construction Observation", and such supporting staff as may be required. Through continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident PROJECT Representative and his supporting staff, the CONSULTANT will endeavor to provide further protection for the OWNER against defects and deficiencies in the work; but the furnishing of such resident PROJECT representation shall not make the CONSULTANT responsible for the Contractor's failure to perform the construction work in

accordance with the contract documents. The resident engineer or inspector has the authority to reject both unsatisfactory workmanship and materials. The resident engineer or inspector informs the contractor of deficiencies so corrections can be made and retesting performed prior to covering any substandard work with additional material.

- b. Establish construction layout control points including benchmarks and horizontal control points as may be required. Periodically review and check in field the Contractor's staking notes and layout.
- c. Supervise inspection and OWNER responsible testing. Arrange for, conduct (or witness), field, laboratory, and shop tests of construction materials as required by the plans and specifications; determine the suitability of materials; check the construction activities to determine compliance with the intent of the design; measure, compute, or check quantities of work performed and quantities of material in-place for partial and final payments to the Contractor; and maintain diaries and other project records to document the work. Daily diary of work activities shall be accomplished by using FAA Form 5370-1 or something similar.
- d. Photograph existing conditions prior to construction beginning, during construction, and after Project Acceptance. File and document as per FAA requirements.
- e. Perform inspection of stormwater systems impacted by construction. Inspections to be performed at least every 14 days, plus within 24 hours of all precipitation events of 1/2" or greater until full-time inspection is no longer being provided by the Resident Engineer, at which time the OWNER will assume responsibility for performing these inspections until a Notice of Termination is issued to the Contractor.
- f. Prepare elementary and supplementary sketches required and conduct preliminary negotiations necessary to resolve "changed" field conditions encountered.
- g. Attend all project meetings, develop and provide minutes of project meetings within 7 days after the meeting.

- h. Review and forward all construction schedules, material certifications and detailed shop and erection drawings to the CONSULTANT's Project Manager. Assist the Project Manager in evaluating the acceptability of all submittals.
- i. Monitor Contractor's compliance with Buy American contract provision.
- j. Review, analyze, and prepare recommendations for laboratory, shop and mill test reports of materials and equipment.
- k. Monitor compliance with the Construction Safety and Phasing Plan (CSPP) and the Contractor's Safety Plan Compliance Document (SPCD).
- l. Perform on-site Labor Standard Interviews and provide documentation within seven calendar days.
- m. Review requests for monthly and final payments to the Contractor, monitor the status of the required supporting documentation, and forward same to the OWNER with recommendations for approval.
- n. Prepare initial drafts and conduct preliminary negotiations for all Change Orders and Supplemental Agreements covering work on the PROJECT. Submit same to the CONSULTANT'S Project Manager for review and thenceforth to the OWNER for approval.
- o. Review work performed by DBE Contractors for conformance with their Contractual responsibilities.
- p. Provide on-site and local transportation for the Resident PROJECT Representative and supporting staff to perform the duties.
- q. Provide basic testing equipment and supplies for the Resident PROJECT Representative and supporting staff to perform the duties associated with the OWNERS quality assurance testing at the frequency and manner set forth in the specifications.
- r. Monitor DBE subcontractors on-site activities regarding utilizing their own forces, equipment and materials.
- s. Monitor DBE subcontractors on-site activities to regarding providing commercially useful functions.

- t. Verify DBE subcontractors business names on the on-site equipment and vehicles are not covered with paint or magnetic signs.
- u. Provide special field office equipment and all expendable office supplies such as stationery, pencils, report forms, etc., except that the on-site field office, including utilities and furnishings, shall be provided by the OWNER.
- v. Receive and prepare recommendations relative to work performed by inspection bureaus and outside commercial testing laboratories for inspection and/or testing of materials or procedures entering into the construction, except that the cost of all such tests and inspections by bureaus and outside commercial testing laboratories, shall be authorized and paid for by the OWNER.
- w. Meet with the OWNER as necessary to confer with respect to the duties and project services.
- x. Maintain a set of working drawings on the job site that can be used to prepare "as-built" drawings.
- y. Attend and conduct a final walk through and inspection of the completed project with the contractor and Owner.
- z. Develop punch list and monitor completion of punch list items
- aa. Prepare and distribute record of final inspection.
- bb. Set 6 survey pins at the ROW corners/end of road throughout the project after construction.

II. TIME OF SERVICES

A. ADDITIONAL DESIGN SERVICES

1. The CONSULTANT shall commence work on the PROJECT immediately following authorization by the OWNER to proceed and shall endeavor to complete the additional plans in accordance with the design schedule for the existing PROJECT.

B. CONTRACT ADMINISTRATION AND RESIDENT ENGINEERING SERVICES

1. CONSULTANT shall commence work on the PROJECT upon receipt of Authorization to Proceed from the OWNER.
2. Completion of services is dependent upon the Contractor's progress and the time frame set forth in the construction contract documents. The fee(s) included in this Agreement are based on completion of all project work except installation of T-Hangars and associated hangar entrance pavement, and project permanent seeding and sodding, within 124 calendar days following the date published in the Notice to Proceed in early September 2014, substantially complete the entire project, except permanent seeding and sodding, within 165 calendar days following the date published in the Notice to Proceed, fully complete the entire project, except permanent seeding and sodding, within 5 calendar days of Substantial Completion, and complete seeding and sodding operations, within the planting season, within 10 non-consecutive calendar days in the Spring of 2015, exclusive of any delays beyond the control of the CONSULTANT.

III. EXCLUSIONS

- A. Review of the contractor's weekly payroll statements and comparison with the labor Standards Interviews. This will be provided by the Owner.
- B. Observation of contractor activities other than a single shift Monday through Friday.
- C. Work on Saturdays, Sundays, and City Holidays. If the contractor is granted permission to work these days, staff will be available for observation.

IV. THE OWNER AGREES

- A. To provide a construction office for the CONSULTANT's field personnel assigned to the PROJECT. Provision of a field office shall include all essential utilities and the monthly costs associated therewith.
- B. To pay the CONSULTANT in accordance with the provisions of Article V of this Supplemental Agreement.

V. PAYMENT PROVISIONS

A. ADDITIONAL SERVICES

1. Payment to the CONSULTANT for services provided as outlined in Paragraph I.A.1 ADDITIONAL SERVICES shall be on a basis of a lump sum of \$17,205.16, all of which is non-AIP eligible fee as detailed in Exhibit A-1.
2. Payment to the CONSULTANT for services provided as outlined in Paragraph I.A.2 ADDITIONAL SERVICES shall be on a basis of a lump sum of \$1,280.00, all of which is non-AIP eligible fee as detailed in Exhibit A-2.

Total fee for the Additional Services is \$18,485.16, all of which is non-AIP eligible.

B. CONTRACT ADMINISTRATION AND RESIDENT ENGINEERING SERVICES

Payment to the CONSULTANT for services provided as outlined in Paragraphs I.B. CONTRACT ADMINISTRATION and I.C. RESIDENT ENGINEERING SERVICES shall be generally in accordance with Exhibit B-1 attached, and shall be on the basis of cost, plus a fixed fee for profit of \$44,469.11, which shall be limited to 15-percent of the CONSULTANT's direct labor and overhead costs, the total including reimbursable expenses shall not exceed \$373,172.41.

The anticipated breakdowns for the total fee for the Contract Administration and Resident Engineering Services is \$373,172.41, of which \$121,055.18 is non-AIP eligible, while \$252,117.21 is AIP eligible fee.

Breakdowns for items included in these services is provided in EXHIBIT B-2 Resident Engineering, EXHIBIT B-3 Contract Administration, EXHIBIT B-4 Install Six Lease Pins, EXHIBIT B-5 Special Inspection Services, EXHIBIT B-6 Landscaping Contract Administration, EXHIBIT B-7 Architect Contract Administration, EXHIBIT B-8 Resident Engineering for the Connector Road, EXHIBIT C-1 Materials Testing Total Fee, and EXHIBIT C-2 Materials Testing Connector Road Fee

Total Fee for Services is \$391,657.57, of which \$139,540.34 is non-AIP eligible, while \$252,117.21 is AIP eligible fee and shown in the breakdown in Exhibits A-1, A-2, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, C-1, and C-2. The actual breakdown of these costs will based on actual charges associated with the assigned scope of work.

C. OVERHEAD

For purposes of this Agreement, the CONSULTANT's overhead factor from the annual compliance audit for the fiscal year ending September 2012 shall be fixed at 148.86. The authoritative source of compliance for this audit is Title 48 CFR Part 31 and proof of compliance shall be provided to the Owner prior to the execution of this Supplemental Agreement.

D. ADJUSTMENT IN FEE

In the event the Contractor fails to complete the PROJECT within the Contract time as identified in II.B.2, (complete all project work except installation of T-Hangars and associated hangar entrance pavement, and project permanent seeding and sodding, within 110 calendar days; substantially complete the entire project, except permanent seeding and sodding, within 165 calendar days; fully complete the entire project, except permanent seeding and sodding, within 5 calendar days of substantial completion; and complete seeding and sodding operations, within the planting season, within 10 non-consecutive calendar days the CONSULTANT shall be deemed to be performing additional services outside of this agreement in which case should the maximum contract amount as set forth in Paragraph V.B. above be exceeded, the CONSULTANT shall be eligible for additional compensation.

In no case shall additional work be performed or compensation be paid without the written authorization of the OWNER. Any authorization shall first be supported by documentation from the CONSULTANT outlining the reasons therefore and the probable maximum fee to be expected. The CONSULTANT shall notify the OWNER a minimum of 28 days in advance of any foreseeable need to perform extra work.

The parties hereunto mutually agree that all provisions and requirements of the original Agreement not specifically modified by Supplemental Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement as of the date first written above.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS
"OWNER"

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President

By: _____
Victor D. White, Director of Airports

APPROVED AS TO FORM: _____
Sharon L. Dickgrafe
Interim City Attorney & Director of Law

Date: _____

ATTEST:

PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.
"CONSULTANT"

By: _____
Robert D. Bibby, P.E.
Executive Vice President

By: _____
Bradley J. Edmundson, P.E.
Executive Vice President

Attachments: EXHIBIT A-1: Additional Design Services – MCA Fuel Farm and Parking
EXHIBIT A-2: Additional Design Services – Landscaping at Telco Building
EXHIBIT B-1: Contract Admin. & Resident Engineering Fee Estimate – Total
EXHIBIT B-2: Resident Engineering Fee Estimate
EXHIBIT B-3: Contract Administration Fee Estimate
EXHIBIT B-4: Install 6 Lease Pins Fee Estimate – Non-AIP Eligible
EXHIBIT B-5: Special Inspections Fee Estimate – AIP Eligible
EXHIBIT B-6: Landscaping Contract Administration – Non-AIP Eligible
EXHIBIT B-7: Architect Administration – AIP Eligible
EXHIBIT B-8: Connector Rd Resident Engr Fee Estimate – Non-AIP Eligible
EXHIBIT C-1: Materials Testing Total Fee
EXHIBIT C-2: Materials Testing – Connector Road Fee - Non-AIP Eligible

Project: Jabara Road Reconstruction - MCA Fuel Farm Concepts Supplement
 Location: Jabara Airport

Exhibit A-1

Date: September 9, 2014

Fuel Farm Related Improvements - Non- AIP eligible

ID	Work Description	Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	CAD Machine HOURS as Expense
1.00	Project Management							
1.01	Proposal Preparation		6	4				
1.02	Review Meeting		3	3				
1.03	Cost Estimate		3	3				
2.00	Electrical							
2.01	Meet with Westar for Fuel Farm and Telco Building Electrical Service			2				0
2.02	Observe Existing Conditions			2				0
2.03	Telco Building Electrical Services			5			4	4
2.05	QA/QC		2					0
3.00	Civil							
3.01	Geometric Designs of Truck Turn-around at 2 separate locations		6					0
3.02	Develop concepts for fuel farm at 2 separate locations		30			30		30
3.03	Design Plans for south cul-de-sac change		10			8		8
3.04	Design Plans for airfield access drive off of South cul-de-sac		6			4		4
3.05	Obtain City of Wichita Storm Water Permit		3	6	8			0
3.06	Prepare & Submit NPDES permit and SWPPP Plan		3	6	8			0
3.07	QA/QC	3	6					
TOTAL		3	78	31	16	42	4	46

Exhibit A-1

TOTAL HOURS =	3	78	31	16	42	4	46
HOURLY RATES =	\$45.00	\$38.75	\$33.80	\$25.20	\$24.60	\$20.20	\$18.00
SUBTOTAL =	\$135.00	\$3,022.50	\$1,047.80	\$403.20	\$1,033.20	\$80.80	\$828.00

TOTAL HOURS = 174
 TOTAL DIRECT LABOR = \$5,722.50

EXPENSES (Lump Sum):

Printing & Reproduction (at cost)		
CAD hrs @ \$18.00/Hour	46	\$828.00
TOTAL =		\$828.00

DIRECT LABOR		\$5,722.50
OVERHEAD (2012)	148.86%	\$8,518.51
SUBTOTAL (Labor and Overhead)		\$14,241.01
PROFIT	15%	\$2,136.15
EXPENSES		\$828.00
Design Phase TOTAL FEE (Lump Sum)		\$17,205.16



May 12, 2014

PEC
Mr. Dar Cronk
303 S. Topeka
Wichita, KS 67202

RE: Additional Services for Jabara Airport

Dear Dar:

Thank you for the opportunity to outline our work efforts for the above referenced projects.

Proposal History:

We provided an initial fee of to perform the requested services of landscape and irrigation within a provided project limits document provided to us on March 1, 2013. We were asked to reduce our scope of work and relative fee to meet the Owner's budget. Our original fee was \$8,750 and we signed the contract for \$6,500 after cutting the scope to one review by the Owner and removing the sign design from our scope of work.

Project History:

We began working on the project in May of 2013. We completed our plans with the Owner review comments in December of 2013. In January, we were asked to expand the irrigation system to include additional property and landscape the Telco Building and the south property, outside the original scope limits. This included adding a sidewalk which modified the landscape and irrigation plans. Then, in March we received another redline set and were asked to reduce the irrigation down to the original area and add limestone walls.

In April, we completed a complete list of bid items and associated quantities, above and beyond our plant schedule. Lastly, at the end of April we addressed items Addendum comments.

Our original contract had a total number of hours for the work effort of 73 total hours. We have now exceeded 96 or \$2,560 in fee. If there is the possibility of recuperating some of the cost on this effort, we would greatly appreciate it.

Thank you, Dar. We enjoy working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Carisa L. McMullen".

Carisa L. McMullen, PLA
Principal

www.landworksstudio.com

913.780.6707

66061

103 S. Chestnut Street, Olathe, KS

ENGINEERING FEE ESTIMATE

EXHIBIT "B-1"

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ENGINEERS

WICHITA, KANSAS

PROJECT

Jabara Road Reconstruction and T-Hangar Expansion

LOCATION

Colonel James Jabara Airport

WORK ITEM

Construction Phase Services - 165 Calendar Days (Plus 10 Calendar Days for Seeding)

PROJECT NO.

FAA AIP No. 3-20-089-FUTURE
COW No. 463-061 PEC No. 12588

DATE

09 September 2014

DESCRIPTION

Total Fees (CE, CA, SWPPP, Lease Pins, Sp Insp) Services

(I) SALARY COSTS		Non-AIP Eligible		AIP Eligible		Total	
POSITION TITLE	RATE	MAN HOURS	AMOUNT	MAN HOURS	AMOUNT	MAN HOURS	AMOUNT
1. PRINCIPAL	\$46.00 / hr.	38	\$ 1,748.00	88	\$ 4,048.00	126	\$ 5,796.00
2. PROJECT MANAGER	\$46.00 / hr.	422	\$ 19,412.00	983	\$ 45,218.00	1405	\$ 64,630.00
3. PROJECT ENGINEER	\$43.00 / hr.	36	\$ 1,548.00	84	\$ 3,612.00	120	\$ 5,160.00
4. DESIGN ENGINEER	\$27.00 / hr.		\$ -		\$ -		\$ -
5. DESIGN TECHNICIAN	\$28.00 / hr.	8	\$ 224.00	20	\$ 560.00	28	\$ 784.00
6. DRAFTER	\$20.00 / hr.		\$ -		\$ -		\$ -
7. CAD OPERATOR	\$26.00 / hr.		\$ -		\$ -		\$ -
8. SURVEYOR, PARTY CHIEF	\$32.00 / hr.	10	\$ 320.00		\$ -	10	\$ 320.00
9. SURVEYOR, INSTRUMENT MAN	\$20.00 / hr.	8	\$ 160.00		\$ -	8	\$ 160.00
10. SURVEYOR, AIDES	\$16.00 / hr.		\$ -		\$ -		\$ -
11. FIELD ENGINEER	\$37.00 / hr.		\$ -		\$ -		\$ -
12. INSPECTOR, SUPERVISOR	\$26.00 / hr.		\$ -	48	\$ 1,248.00	48	\$ 1,248.00
13. INSPECTOR	\$25.00 / hr.	325	\$ 8,125.00	571	\$ 14,275.00	896	\$ 22,400.00
14. INSPECTOR (OT)	\$37.50 / hr.	113	\$ 4,237.50	192	\$ 7,200.00	305	\$ 11,437.50
15. INSPECTOR	\$25.00 / hr.		\$ -		\$ -		\$ -
16. INSPECTOR (OT)	\$37.50 / hr.		\$ -		\$ -		\$ -
17. INSPECTOR	\$25.00 / hr.		\$ -		\$ -		\$ -
18. INSPECTOR (OT)	\$37.50 / hr.		\$ -		\$ -		\$ -
19. LAB TECHNICIAN	\$20.00 / hr.	78	\$ 1,560.00	164	\$ 3,280.00	242	\$ 4,840.00
20. LAB TECHNICIAN (OT)	\$30.00 / hr.	7	\$ 210.00	17	\$ 510.00	24	\$ 720.00
21. ADMINISTRATIVE ASSISTANT	\$16.00 / hr.	33	\$ 528.00	69	\$ 1,104.00	102	\$ 1,632.00
SUBTOTAL		1078	\$ 38,072.50	2,236	\$ 81,055.00	3,314	\$ 119,127.50
(II) OVERHEAD	1.4886 X (I)		\$ 56,674.72		\$ 120,658.47		\$ 177,333.20
(III) SUBTOTAL [I + II]			\$ 94,747.22		\$ 201,713.47		\$ 296,460.70
(IV) FIXED FEE 15%			\$ 14,212.08		\$ 30,257.02		\$ 44,469.11
(V) OTHER EXPENSE	RATE	UNITS	AMOUNT	UNITS	AMOUNT	UNITS	AMOUNT
1. OFFICE EQUIPMENT	\$475.00 / mo.	1	\$ 475.00	3	\$ 1,425.00	4	\$ 1,900.00
2. TRAVEL PER MILE	\$0.56 / mile	4,948	\$ 2,770.88	10,912	\$ 6,110.72	15,860	\$ 8,881.60
3. LAB TESTING	\$ 14,050 / ea.	0.30	\$ 4,215.00	0.70	\$ 9,835.00	1.00	\$ 14,050.00
4. LAB TESTING (Connect Rd)	\$ 505 / ea.	1.00	\$ 505.00	0.00	\$ -	1.00	\$ 505.00
5. CELL PHONES (AT COST)	\$50.00 / mo.	4	\$ 200.00	8	\$ 400.00	12	\$ 600.00
6. CAD PER HOUR	\$18.00 / hr.	11	\$ 198.00	17	\$ 306.00	28	\$ 504.00
7. PRINTING (AT COST)	\$900.00 / ea.	0.30	\$ 270.00	0.70	\$ 630.00	1.00	\$ 900.00
8. LANDWORKS STUDIOS (AT COST)	\$ 3,462 / ea.	1.00	\$ 3,462.00	0.00	\$ -	1.00	\$ 3,462.00
9. HOWARD & HELMER (AT COST)	\$ 1,440 / ea.	0.00	\$ -	1.00	\$ 1,440.00	1.00	\$ 1,440.00
SUBTOTAL			\$ 12,095.88		\$ 20,146.72		\$ 32,242.60
(VI) TOTAL NOT TO EXCEED FEE FOR PROJECT (III + IV + V)			\$ 121,055.18		\$ 252,117.21		\$ 373,172.41

ENGINEERING FEE ESTIMATE

EXHIBIT "B-2"

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ENGINEERS

WICHITA, KANSAS

PROJECT

Jabara Road Reconstruction and T-Hangar Expansion

LOCATION

Colonel James Jabara Airport

WORK ITEM

Construction Phase Services - 165 Calendar Days (Plus 10 Calendar Days for Seeding)

PROJECT NO.

FAA AIP No. 3-20-089-FUTURE
COW No. 463-061 PEC No. 12588

DATE

09 September 2014

DESCRIPTION

Resident Engineering Services (some eligible and some not eligible)

(I) SALARY COSTS		Non-AIP Eligible (30%)		AIP Eligible (70%)		Total	
POSITION TITLE	RATE	MAN HOURS	AMOUNT	MAN HOURS	AMOUNT	MAN HOURS	AMOUNT
1. PRINCIPAL	\$46.00 / hr.	37	\$ 1,702.00	87	\$ 4,002.00	124	\$ 5,704.00
2. PROJECT MANAGER	\$46.00 / hr.	398	\$ 18,308.00	927	\$ 42,642.00	1325	\$ 60,950.00
3. PROJECT ENGINEER	\$43.00 / hr.		\$ -		\$ -		\$ -
4. DESIGN ENGINEER	\$27.00 / hr.		\$ -		\$ -		\$ -
5. DESIGN TECHNICIAN	\$28.00 / hr.		\$ -		\$ -		\$ -
6. DRAFTER	\$20.00 / hr.		\$ -		\$ -		\$ -
7. CAD OPERATOR	\$26.00 / hr.		\$ -		\$ -		\$ -
8. SURVEYOR, PARTY CHIEF	\$32.00 / hr.		\$ -		\$ -		\$ -
9. SURVEYOR, INSTRUMENT MAN	\$20.00 / hr.		\$ -		\$ -		\$ -
10. SURVEYOR, AIDES	\$16.00 / hr.		\$ -		\$ -		\$ -
11. FIELD ENGINEER	\$37.00 / hr.		\$ -		\$ -		\$ -
12. INSPECTOR, SUPERVISOR	\$26.00 / hr.		\$ -		\$ -		\$ -
13. INSPECTOR	\$25.00 / hr.	245	\$ 6,125.00	571	\$ 14,275.00	816	\$ 20,400.00
14. INSPECTOR (OT)	\$37.50 / hr.	83	\$ 3,112.50	192	\$ 7,200.00	275	\$ 10,312.50
15. INSPECTOR	\$25.00 / hr.		\$ -		\$ -		\$ -
16. INSPECTOR (OT)	\$37.50 / hr.		\$ -		\$ -		\$ -
17. INSPECTOR	\$25.00 / hr.		\$ -		\$ -		\$ -
18. INSPECTOR (OT)	\$37.50 / hr.		\$ -		\$ -		\$ -
19. LAB TECHNICIAN	\$20.00 / hr.	70	\$ 1,400.00	164	\$ 3,280.00	234	\$ 4,680.00
20. LAB TECHNICIAN (OT)	\$30.00 / hr.	7	\$ 210.00	17	\$ 510.00	24	\$ 720.00
21. ADMINISTRATIVE ASSISTANT	\$16.00 / hr.	29	\$ 464.00	69	\$ 1,104.00	98	\$ 1,568.00
SUBTOTAL		869	\$ 31,321.50	2,027	\$ 73,013.00	2,896	\$ 104,334.50
(II) OVERHEAD 1.4886 X (I)			\$ 46,625.18		\$ 108,687.15		\$ 155,312.34
(III) SUBTOTAL [I + II]			\$ 77,946.68		\$ 181,700.15		\$ 259,646.84
(IV) FIXED FEE 15%			\$ 11,692.00		\$ 27,255.02		\$ 38,947.03
(V) OTHER EXPENSE	RATE	UNITS	AMOUNT	UNITS	AMOUNT	UNITS	AMOUNT
1. OFFICE EQUIPMENT	\$475.00 / mo.	1	\$ 475.00	3	\$ 1,425.00	4	\$ 1,900.00
2. TRAVEL PER MILE	\$0.56 / mile	4,128	\$ 2,311.68	9,632	\$ 5,393.92	13,760	\$ 7,705.60
3. LAB TESTING	\$ 14,050 / ea.	0.30	\$ 4,215.00	0.70	\$ 9,835.00	1.00	\$ 14,050.00
4. LAB TESTING (Connect Rd)	\$ 505 / ea.	0.00	\$ -	0.00	\$ -		\$ -
5. CELL PHONES (AT COST)	\$50.00 / mo.	4	\$ 200.00	8	\$ 400.00	12	\$ 600.00
6. CAD PER HOUR	\$18.00 / hr.	0	\$ -	0	\$ -	0	\$ -
7. PRINTING (AT COST.)	\$900.00 / ea.	0.18	\$ 162.00	0.42	\$ 378.00	0.60	\$ 540.00
8. LANDWORKS STUDIOS (AT COST)	\$ 3,462 / ea.	0.00	\$ -	0.00	\$ -	0	\$ -
9. HOWARD & HELMER (AT COST)	\$ 1,440 / ea.	0.00	\$ -	0.00	\$ -	0	\$ -
SUBTOTAL			\$ 7,363.68		\$ 17,431.92		\$ 24,795.60
(VI) TOTAL NOT TO EXCEED FEE FOR PROJECT (III + IV + V)			\$ 97,002.36		\$ 226,387.09		\$ 323,389.47

ENGINEERING FEE ESTIMATE

EXHIBIT "B-3"

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
ENGINEERS
WICHITA, KANSAS

PROJECT

Jabara Road Reconstruction and T-Hangar Expansion

LOCATION

Colonel James Jabara Airport

WORK ITEM

Construction Phase Services - 165 Calendar
Days (Plus 10 Calendar Days for Seeding)

PROJECT NO.

FAA AIP No. 3-20-089-FUTURE
COW No. 463-061 PEC No. 12588

DATE

09 September 2014

DESCRIPTION

Contract Administration Services (some eligible and some not eligible)

(I) SALARY COSTS		Non-AIP Eligible (30%)		AIP Eligible (70%)		Total	
POSITION TITLE	RATE	MAN HOURS	AMOUNT	MAN HOURS	AMOUNT	MAN HOURS	AMOUNT
1. PRINCIPAL	\$46.00 / hr.	1	\$ 46.00	1	\$ 46.00	2	\$ 92.00
2. PROJECT MANAGER	\$46.00 / hr.	24	\$ 1,104.00	56	\$ 2,576.00	80	\$ 3,680.00
3. PROJECT ENGINEER	\$43.00 / hr.	36	\$ 1,548.00	84	\$ 3,612.00	120	\$ 5,160.00
4. DESIGN ENGINEER	\$27.00 / hr.		\$ -		\$ -		\$ -
5. DESIGN TECHNICIAN	\$28.00 / hr.	8	\$ 224.00	20	\$ 560.00	28	\$ 784.00
6. DRAFTER	\$20.00 / hr.		\$ -		\$ -		\$ -
7. CAD OPERATOR	\$26.00 / hr.		\$ -		\$ -		\$ -
8. SURVEYOR, PARTY CHIEF	\$32.00 / hr.		\$ -		\$ -		\$ -
9. SURVEYOR, INSTRUMENT MAN	\$20.00 / hr.		\$ -		\$ -		\$ -
10. SURVEYOR, AIDES	\$16.00 / hr.		\$ -		\$ -		\$ -
11. FIELD ENGINEER	\$37.00 / hr.		\$ -		\$ -		\$ -
12. INSPECTOR, SUPERVISOR	\$26.00 / hr.		\$ -		\$ -		\$ -
13. INSPECTOR	\$25.00 / hr.		\$ -		\$ -		\$ -
14. INSPECTOR (OT)	\$37.50 / hr.		\$ -		\$ -		\$ -
15. INSPECTOR	\$25.00 / hr.		\$ -		\$ -		\$ -
16. INSPECTOR (OT)	\$37.50 / hr.		\$ -		\$ -		\$ -
17. INSPECTOR	\$25.00 / hr.		\$ -		\$ -		\$ -
18. INSPECTOR (OT)	\$37.50 / hr.		\$ -		\$ -		\$ -
19. LAB TECHNICIAN	\$20.00 / hr.		\$ -		\$ -		\$ -
20. LAB TECHNICIAN (OT)	\$30.00 / hr.		\$ -		\$ -		\$ -
21. ADMINISTRATIVE ASSISTANT	\$16.00 / hr.		\$ -		\$ -		\$ -
SUBTOTAL		69	\$ 2,922.00	161	\$ 6,794.00	230	\$ 9,716.00
(II) OVERHEAD 1.4886 X (I)			\$ 4,349.69		\$ 10,113.55		\$ 14,463.24
(III) SUBTOTAL [I + II]			\$ 7,271.69		\$ 16,907.55		\$ 24,179.24
(IV) FIXED FEE 15%			\$ 1,090.75		\$ 2,536.13		\$ 3,626.89
(V) OTHER EXPENSE	RATE	UNITS	AMOUNT	UNITS	AMOUNT	UNITS	AMOUNT
1. OFFICE EQUIPMENT	\$475.00 / mo.	0	\$ -	0	\$ -	0	\$ -
2. TRAVEL PER MILE	\$0.56 / mile	320	\$ 179.20	480	\$ 268.80	800	\$ 448.00
3. LAB TESTING	\$ 14,050 / ea.	0	\$ -	0	\$ -	0	\$ -
4. LAB TESTING (Connect Rd)	\$ 505 / ea.	0	\$ -	0	\$ -	0	\$ -
5. CELL PHONES (AT COST)	\$50.00 / mo.	0	\$ -	0	\$ -	0	\$ -
6. CAD PER HOUR	\$18.00 / hr.	11	\$ 198.00	17	\$ 306.00	28	\$ 504.00
7. PRINTING (AT COST.)	\$900.00 / ea.	0.12	\$ 108.00	0.28	\$ 252.00	0.40	\$ 360.00
8. LANDWORKS STUDIOS (AT COST)	\$ 3,462 / ea.	1.00	\$ 3,462.00	0.00	\$ -	1.00	\$ 3,462.00
9. HOWARD & HELMER (AT COST)	\$ 1,440 / ea.	0.00	\$ -	1.00	\$ 1,440.00	1.00	\$ 1,440.00
SUBTOTAL			\$ 3,947.20		\$ 2,266.80		\$ 6,214.00
(VI) TOTAL NOT TO EXCEED FEE FOR PROJECT (III + IV + V)			\$ 12,309.64		\$ 21,710.48		\$ 34,020.13

ENGINEERING FEE ESTIMATE

EXHIBIT "B-4"

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
ENGINEERS
WICHITA, KANSAS

PROJECT

Jabara Road Reconstruction and T-Hangar Expansion

LOCATION

Colonel James Jabara Airport

WORK ITEM

Construction Phase Services - 165 Calendar
Days (Plus 10 Calendar Days for Seeding)

PROJECT NO.

FAA AIP No. 3-20-089-FUTURE
COW No. 463-061 PEC No. 12588

DATE

09 September 2014

DESCRIPTION

Install 6 Lease Pins (non- AIP eligible)

(I) SALARY COSTS		Non-AIP Eligible (100%)		AIP Eligible (0%)		Total	
POSITION TITLE	RATE	MAN HOURS	AMOUNT	MAN HOURS	AMOUNT	MAN HOURS	AMOUNT
1. PRINCIPAL	\$46.00 / hr.		\$ -		\$ -		\$ -
2. PROJECT MANAGER	\$46.00 / hr.		\$ -		\$ -		\$ -
3. PROJECT ENGINEER	\$43.00 / hr.		\$ -		\$ -		\$ -
4. DESIGN ENGINEER	\$27.00 / hr.		\$ -		\$ -		\$ -
5. DESIGN TECHNICIAN	\$28.00 / hr.		\$ -		\$ -		\$ -
6. DRAFTER	\$20.00 / hr.		\$ -		\$ -		\$ -
7. CAD OPERATOR	\$26.00 / hr.		\$ -		\$ -		\$ -
8. SURVEYOR, PARTY CHIEF	\$32.00 / hr.	10	\$ 320.00		\$ -	10	\$ 320.00
9. SURVEYOR, INSTRUMENT MAN	\$20.00 / hr.	8	\$ 160.00		\$ -	8	\$ 160.00
10. SURVEYOR, AIDES	\$16.00 / hr.		\$ -		\$ -		\$ -
11. FIELD ENGINEER	\$37.00 / hr.		\$ -		\$ -		\$ -
12. INSPECTOR, SUPERVISOR	\$26.00 / hr.		\$ -		\$ -		\$ -
13. INSPECTOR	\$25.00 / hr.		\$ -		\$ -		\$ -
14. INSPECTOR (OT)	\$37.50 / hr.		\$ -		\$ -		\$ -
15. INSPECTOR	\$25.00 / hr.		\$ -		\$ -		\$ -
16. INSPECTOR (OT)	\$37.50 / hr.		\$ -		\$ -		\$ -
17. INSPECTOR	\$25.00 / hr.		\$ -		\$ -		\$ -
18. INSPECTOR (OT)	\$37.50 / hr.		\$ -		\$ -		\$ -
19. LAB TECHNICIAN	\$20.00 / hr.		\$ -		\$ -		\$ -
20. LAB TECHNICIAN (OT)	\$30.00 / hr.		\$ -		\$ -		\$ -
21. ADMINISTRATIVE ASSISTANT	\$16.00 / hr.		\$ -		\$ -		\$ -
SUBTOTAL		18	\$ 480.00	0	\$ -	18	\$ 480.00
(II) OVERHEAD	1.4886 X (I)		\$ 714.53		\$ -		\$ 714.53
(III) SUBTOTAL [I + II]			\$ 1,194.53		\$ -		\$ 1,194.53
(IV) FIXED FEE 15%			\$ 179.18		\$ -		\$ 179.18
(V) OTHER EXPENSE	RATE	UNITS	AMOUNT	UNITS	AMOUNT	UNITS	AMOUNT
1. OFFICE EQUIPMENT	\$475.00 / mo.	0	\$ -	0	\$ -		\$ -
2. TRAVEL PER MILE	\$0.56 / mile	0	\$ -	0	\$ -		\$ -
3. LAB TESTING	\$ 14,050 / ea.	0	\$ -	0	\$ -		\$ -
4. LAB TESTING (Connect Rd)	\$ 505 / ea.	0	\$ -	0	\$ -		\$ -
5. CELL PHONES (AT COST)	\$50.00 / mo.	0	\$ -	0	\$ -		\$ -
6. CAD PER HOUR	\$18.00 / hr.	0	\$ -	0	\$ -		\$ -
7. PRINTING (AT COST.)	\$900.00 / ea.	0.00	\$ -	0.00	\$ -		\$ -
8. LANDWORKS STUDIOS (AT COST)	\$ 3,462 / ea.	0.00	\$ -	0.00	\$ -		\$ -
9. HOWARD & HELMER (AT COST)	\$ 1,440 / ea.	0.00	\$ -	0.00	\$ -		\$ -
SUBTOTAL			\$ -		\$ -		\$ -
(VI) TOTAL NOT TO EXCEED FEE FOR PROJECT (III + IV + V)			\$ 1,373.71		\$ -		\$ 1,373.71

ENGINEERING FEE ESTIMATE

EXHIBIT "B-5"

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ENGINEERS

WICHITA, KANSAS

PROJECT

Jabara Road Reconstruction and T-Hangar Expansion

LOCATION

Colonel James Jabara Airport

WORK ITEM

Construction Phase Services - 165 Calendar Days (Plus 10 Calendar Days for Seeding)

PROJECT NO.

FAA AIP No. 3-20-089-FUTURE
COW No. 463-061 PEC No. 12588

DATE

09 September 2014

DESCRIPTION

Special Inspection Services for the T-Hanger(eligible)

(I) SALARY COSTS		Non-AIP Eligible (0%)		AIP Eligible (100%)		Total	
POSITION TITLE	RATE	MAN HOURS	AMOUNT	MAN HOURS	AMOUNT	MAN HOURS	AMOUNT
1. PRINCIPAL	\$46.00 / hr.		\$ -		\$ -		\$ -
2. PROJECT MANAGER	\$46.00 / hr.		\$ -		\$ -		\$ -
3. PROJECT ENGINEER	\$43.00 / hr.		\$ -		\$ -		\$ -
4. DESIGN ENGINEER	\$27.00 / hr.		\$ -		\$ -		\$ -
5. DESIGN TECHNICIAN	\$28.00 / hr.		\$ -		\$ -		\$ -
6. DRAFTER	\$20.00 / hr.		\$ -		\$ -		\$ -
7. CAD OPERATOR	\$26.00 / hr.		\$ -		\$ -		\$ -
8. SURVEYOR, PARTY CHIEF	\$32.00 / hr.		\$ -		\$ -		\$ -
9. SURVEYOR, INSTRUMENT MAN	\$20.00 / hr.		\$ -		\$ -		\$ -
10. SURVEYOR, AIDES	\$16.00 / hr.		\$ -		\$ -		\$ -
11. FIELD ENGINEER	\$37.00 / hr.		\$ -		\$ -		\$ -
12. INSPECTOR, SUPERVISOR	\$26.00 / hr.		\$ -	48	\$ 1,248.00	48	\$ 1,248.00
13. INSPECTOR	\$25.00 / hr.		\$ -		\$ -		\$ -
14. INSPECTOR (OT)	\$37.50 / hr.		\$ -		\$ -		\$ -
15. INSPECTOR	\$25.00 / hr.		\$ -		\$ -		\$ -
16. INSPECTOR (OT)	\$37.50 / hr.		\$ -		\$ -		\$ -
17. INSPECTOR	\$25.00 / hr.		\$ -		\$ -		\$ -
18. INSPECTOR (OT)	\$37.50 / hr.		\$ -		\$ -		\$ -
19. LAB TECHNICIAN	\$20.00 / hr.		\$ -		\$ -		\$ -
20. LAB TECHNICIAN (OT)	\$30.00 / hr.		\$ -		\$ -		\$ -
21. ADMINISTRATIVE ASSISTANT	\$16.00 / hr.		\$ -		\$ -		\$ -
SUBTOTAL		0	\$ -	48	\$ 1,248.00	48	\$ 1,248.00
(II) OVERHEAD	1.4886 X (I)		\$ -		\$ 1,857.77		\$ 1,857.77
(III) SUBTOTAL [I + II]			\$ -		\$ 3,105.77		\$ 3,105.77
(IV) FIXED FEE 15%			\$ -		\$ 465.87		\$ 465.87
(V) OTHER EXPENSE	RATE	UNITS	AMOUNT	UNITS	AMOUNT	UNITS	AMOUNT
1. OFFICE EQUIPMENT	\$475.00 / mo.	0	\$ -	0	\$ -		\$ -
2. TRAVEL PER MILE	\$0.56 / mile	0	\$ -	800	\$ 448.00	800	\$ 448.00
3. LAB TESTING	\$ 14,050 / ea.	0	\$ -	0	\$ -		\$ -
4. LAB TESTING (Connect Rd)	\$ 505 / ea.	0	\$ -	0	\$ -		\$ -
5. CELL PHONES (AT COST)	\$50.00 / mo.	0	\$ -	0	\$ -		\$ -
6. CAD PER HOUR	\$18.00 / hr.	0	\$ -	0	\$ -		\$ -
7. PRINTING (AT COST)	\$900.00 / ea.	0.00	\$ -	0.00	\$ -		\$ -
8. LANDWORKS STUDIOS (AT COST)	\$ 3,462 / ea.	0.00	\$ -	0.00	\$ -		\$ -
9. HOWARD & HELMER (AT COST)	\$ 1,440 / ea.	0.00	\$ -	0.00	\$ -		\$ -
SUBTOTAL			\$ -		\$ 448.00		\$ 448.00
(VI) TOTAL NOT TO EXCEED FEE FOR PROJECT (III + IV + V)			\$ -		\$ 4,019.64		\$ 4,019.64

Project	Jabara Road Reconstruction and T-Hangar Expansion								EXHIBIT "B-6"
Project Number	14-039	Landscaping Contract Administration - non- AIP eligible						09 September 2014	
	CLM	MZ	DAS						
	Principal	LA Rate	Project Mgr	Graphics/3D	Drafting	IT/Admin	Clerical	Expenses	
01 - Pre-Design									
Total Hours	0	0	0	0	0	0	0		
Phase Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
02 - Schematic Design									
Total Hours	0	0	0	0	0	0	0		
Phase Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
03 - Conceptual Design									
Total Hours	0	0	0	0	0	0	0		
Phase Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
04 - Design Development									
Total Hours	0	0	0	0	0	0	0		
Phase Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
05 - Construction Documents									
Total Hours	0	0	0	0	0	0	0		
Phase Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
06 - Bidding									
Total Hours	0	0	0	0	0	0	0		
Phase Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
07 - Construction Admin									
2 Site Visits			16					500	
Submittal Reviews			6						
Punch List and Coordination	3		4						
Total Hours	3	0	26	0	0	0	0		
Phase Total	\$150	\$0	\$910	\$0	\$0	\$0	\$0	\$500	\$1,060

Total LWS Fee:		\$1,060.00
Overhead %143		\$1,516.00
Profit %15		\$386.00
Total Subconsultant Fees		
Reimbursable Expenses	(At Cost)	\$500.00
Project Total		\$3,462.00

Project	Jabara Road Reconstruction and T-Hangar Expansion						EXHIBIT "B-7"
Project Number	Architect Contract Administration - AIP Eligible						09 September 2014
	Hrs				Rate		
Construction Admin							
Shop drawing review	4				\$ 120.00		\$ 480.00
Response to Building Code review	4				\$ 120.00		\$ 480.00
Contractor response to questions	4				\$ 120.00		\$ 480.00
Total Hours	12						
Total							\$ 1,440.00

Project Total

\$ 1,440.00

ENGINEERING FEE ESTIMATE

EXHIBIT "B-8"

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
ENGINEERS
WICHITA, KANSAS

PROJECT

Jabara Road Reconstruction and T-Hangar Expansion

LOCATION

Colonel James Jabara Airport

WORK ITEM

Construction Phase Services - 165 Calendar
Days (Plus 10 Calendar Days for Seeding)

PROJECT NO.

FAA AIP No. 3-20-089-FUTURE
COW No. 463-061 PEC No. 12588

DATE

09 September 2014

DESCRIPTION

Connector Road Resident Engineering for 14 calendar days (2 Weeks) (Non-AIP Eligible)

(I) SALARY COSTS		Non-AIP Eligible (100%)		AIP Eligible (0%)		Total	
POSITION TITLE	RATE	MAN HOURS	AMOUNT	MAN HOURS	AMOUNT	MAN HOURS	AMOUNT
1. PRINCIPAL	\$46.00 / hr.		\$ -		\$ -		\$ -
2. PROJECT MANAGER	\$46.00 / hr.		\$ -		\$ -		\$ -
3. PROJECT ENGINEER	\$43.00 / hr.		\$ -		\$ -		\$ -
4. DESIGN ENGINEER	\$27.00 / hr.		\$ -		\$ -		\$ -
5. DESIGN TECHNICIAN	\$28.00 / hr.		\$ -		\$ -		\$ -
6. DRAFTER	\$20.00 / hr.		\$ -		\$ -		\$ -
7. CAD OPERATOR	\$26.00 / hr.		\$ -		\$ -		\$ -
8. SURVEYOR, PARTY CHIEF	\$32.00 / hr.		\$ -		\$ -		\$ -
9. SURVEYOR, INSTRUMENT MAN	\$20.00 / hr.		\$ -		\$ -		\$ -
10. SURVEYOR, AIDES	\$16.00 / hr.		\$ -		\$ -		\$ -
11. FIELD ENGINEER	\$37.00 / hr.		\$ -		\$ -		\$ -
12. INSPECTOR, SUPERVISOR	\$26.00 / hr.		\$ -		\$ -		\$ -
13. INSPECTOR	\$25.00 / hr.	80	\$ 2,000.00		\$ -	80	\$ 2,000.00
14. INSPECTOR (OT)	\$37.50 / hr.	30	\$ 1,125.00		\$ -	30	\$ 1,125.00
15. INSPECTOR	\$25.00 / hr.		\$ -		\$ -		\$ -
16. INSPECTOR (OT)	\$37.50 / hr.		\$ -		\$ -		\$ -
17. INSPECTOR	\$25.00 / hr.		\$ -		\$ -		\$ -
18. INSPECTOR (OT)	\$37.50 / hr.		\$ -		\$ -		\$ -
19. LAB TECHNICIAN	\$20.00 / hr.	8	\$ 160.00		\$ -	8	\$ 160.00
20. LAB TECHNICIAN (OT)	\$30.00 / hr.		\$ -		\$ -		\$ -
21. ADMINISTRATIVE ASSISTANT	\$16.00 / hr.	4	\$ 64.00		\$ -	4	\$ 64.00
SUBTOTAL		122	\$ 3,349.00	0	\$ -	122	\$ 3,349.00
(II) OVERHEAD	1.4886 X (I)		\$ 4,985.32		\$ -		\$ 4,985.32
(III) SUBTOTAL [I + II]			\$ 8,334.32		\$ -		\$ 8,334.32
(IV) FIXED FEE 15%			\$ 1,250.15		\$ -		\$ 1,250.15
(V) OTHER EXPENSE		UNITS	AMOUNT	UNITS	AMOUNT	UNITS	AMOUNT
1. OFFICE EQUIPMENT	\$475.00 / mo.	0	\$ -	0	\$ -		\$ -
2. TRAVEL PER MILE	\$0.56 / mile	500	\$ 280.00	0	\$ -	500	\$ 280.00
3. LAB TESTING	\$ 14,050 / ea.	0	\$ -	0	\$ -		\$ -
4. LAB TESTING (Connect Rd)	\$ 505 / ea.	1	\$ 505.00	0	\$ -	1	\$ 505.00
5. CELL PHONES (AT COST)	\$50.00 / mo.	0	\$ -	0	\$ -		\$ -
6. CAD PER HOUR	\$18.00 / hr.	0	\$ -	0	\$ -		\$ -
7. PRINTING (AT COST.)	\$900.00 / ea.	0.00	\$ -	0.00	\$ -		\$ -
8. LANDWORKS STUDIOS (AT COST)	\$ 3,462 / ea.	0.00	\$ -	0.00	\$ -		\$ -
9. HOWARD & HELMER (AT COST)	\$ 1,440 / ea.	0.00	\$ -	0.00	\$ -		\$ -
SUBTOTAL			\$ 785.00		\$ -		\$ 785.00
(VI) TOTAL NOT TO EXCEED FEE FOR PROJECT (III + IV + V)			\$ 10,369.47		\$ -		\$ 10,369.47

Exhibit C-1
9-Sep-14

Project: Jabara Road Reconstruction and T-Hanger Expansion
 Location: Wichita, KS.
 Airport: Colonel James Jabara Airport
 City of Wichita Project No. 463-061
 AIP Project No. 3-20-0089-FUTURE

1 LABOR			
1102 Senior Engineer/Geotechnical Engineer	\$120.00 hour	4 hours	\$ 480.00
1103 Staff Engineer/Field Engineer	\$90.00 hour	2 hours	\$ 180.00
1104 Administrative Assistant	\$60.00 hour	24 hours	\$ 1,440.00
1301 Laboratory Supervisor/Manager	\$80.00 hour	20 hours	\$ 1,600.00
2 EQUIPMENT / MISCELLANEOUS			
2.3 EQUIPMENT			
2302 Nuclear Gauge	\$60.00 day	40 days	\$ 2,400.00
2303 Concrete Testing Equipment	\$25.00 day	20 days	\$ 500.00
2305 Plastic Cylinder Molds	\$2.00 each	60 each	\$ 120.00
2306 GPS Equipment	\$50.00 hour	16 hours	\$ 800.00
3 SOILS TESTING			
3.3 LABORATORY SOIL TESTS			
3301 Moisture Content (ASTM D-2216 / microwave)	\$20.00 each	18 each	\$ 360.00
3303 Atterberg Limits (ASTM D-4318)	\$70.00 each	8 each	\$ 560.00
3306 Sieve Analysis (ASTM C-136, C-117)	\$45.00 each	12 each	\$ 540.00
3312 Moisture-Density Curves (ASTM D-698/1557)	\$130.00 each	4 each	\$ 520.00
3316 Lime Determination (ASTM D-4253/4254)	\$550.00 each	1 each	\$ 550.00
4 AGGREGATE TESTING			
4.1 GENERAL			
4101 Sieve Analysis, less than 1 inch (ASTM C-136/C-117)	\$45.00 each	8 each	\$ 360.00
4104 Moisture Content, ASTM C-566	\$20.00 each	12 each	\$ 240.00
5 ASPHALTIC CONCRETE TESTING			
5105 Cold Feed Gradation	\$50.00 each	6 each	\$ 300.00
5107 Core Density / Thickness Measurement	\$25.00 each	16 each	\$ 400.00
6 PORTLAND CEMENT CONCRETE TESTING			
6101 Compression Tests of Cylinders, ASTM C-39**	\$21.00 each	60 each	\$ 1,260.00
6102 Flexural Strength of 6" x 6" x 22" beams, ASTM C-78**	\$45.00 each	32 each	\$ 1,440.00

**Compressive strength tests will be billed when specimens are fabricated or delivered to Laboratory.

ESTIMATED TOTAL OF DIRECT EXPENSES: \$ 14,050.00

The rates shown above are effective for services through December 31, 2014, and are subject to revision thereafter.

Project: Jabara Road Reconstruction and T-Hanger Expansion
 Location: Wichita, KS.
 Airport: Colonel James Jabara Airport
 City of Wichita Project No. 463-061
 AIP Project No. 3-20-0089-FUTURE

Exhibit C-2
 9-Sep-14

Connector Road Material Testing

1 LABOR				
1102 Senior Engineer/Geotechnical Engineer	\$120.00	hour	hours	\$ -
1103 Staff Engineer/Field Engineer	\$90.00	hour	hours	\$ -
1104 Administrative Assistant	\$60.00	hour	hours	\$ -
1301 Laboratory Supervisor/Manager	\$80.00	hour	hours	\$ -
2 EQUIPMENT / MISCELLANEOUS				
2.3 EQUIPMENT				
2302 Nuclear Gauge	\$60.00	day	2 days	\$ 120.00
2303 Concrete Testing Equipment	\$25.00	day	1 days	\$ 25.00
2305 Plastic Cylinder Molds	\$2.00	each	each	\$ -
2306 GPS Equipment	\$50.00	hour	hours	\$ -
3 SOILS TESTING				
3.3 LABORATORY SOIL TESTS				
3301 Moisture Content (ASTM D-2216 / microwave)	\$20.00	each	2 each	\$ 40.00
3303 Atterberg Limits (ASTM D-4318)	\$70.00	each	2 each	\$ 140.00
3306 Sieve Analysis (ASTM C-136, C-117)	\$45.00	each	each	\$ -
3312 Moisture-Density Curves (ASTM D-698/1557)	\$130.00	each	each	\$ -
3316 Lime Determination (ASTM D-4253/4254)	\$550.00	each	each	\$ -
4 AGGREGATE TESTING				
4.1 GENERAL				
4101 Sieve Analysis, less than 1 inch (ASTM C-136/C-117)	\$45.00	each	each	\$ -
4104 Moisture Content, ASTM C-566	\$20.00	each	each	\$ -
5 ASPHALTIC CONCRETE TESTING				
5105 Cold Feed Gradation	\$50.00	each	each	\$ -
5107 Core Density / Thickness Measurement	\$25.00	each	each	\$ -
6 PORTLAND CEMENT CONCRETE TESTING				
6101 Compression Tests of Cylinders, ASTM C-39**	\$21.00	each	each	\$ -
6102 Flexural Strength of 6" x 6" x 22" beams, ASTM C-78**	\$45.00	each	4 each	\$ 180.00

**Compressive strength tests will be billed when specimens are fabricated or delivered to Laboratory.

ESTIMATED TOTAL OF DIRECT EXPENSES: \$ 505.00

The rates shown above are effective for services through December 31, 2014, and are subject to revision thereafter.

Wichita, Kansas
September 22, 2014
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Senior Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Zack Daniel Fellow representing the City Manager's Office and Janis Edwards, Deputy City Clerk.

Minutes of the regular meeting dated September 15, 2014, were read and on motion approved.

Bids were opened September 19, 2014, pursuant to advertisements published on:

**WICHITA AIRPORT AUTHORITY/ENGINEERING DIVISION: Airfield
Pavement/Med Voltage Infrastructure.**

Defer two weeks

**WICHITA AIRPORT AUTHORITY/AIRFIELD MAINTENANCE: 15 Foot Wing
Rotary Mower.**

John Schmidt and Sons Inc. - \$98,200.00 Base Bid
<\$24,000.00> Option 1 Deduct

The Purchasing Division recommended that the contracts be deferred/awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids recommended that the contracts be deferred/awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: September 22, 2014

WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS

September 19, 2014

Airfield Pavement and Medium Voltage Infrastructure for 1410 Airport Road – Wichita Airport
Authority/Engineering Division (Defer to October 6, 2014)

15 Foot Wing Rotary Mower – Wichita Airport Authority/Airfield Maintenance Division

John Schmidt & Sons, Inc.


Base Bid

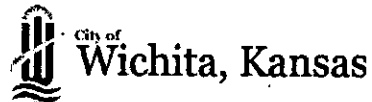
\$98,200.00

Option 1 (Deduct)

<\$24,000.00>

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.


for Melinda A. Walker
Purchasing Manager

**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

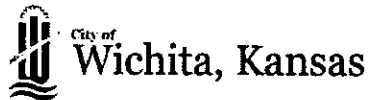
This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor	Group	Line	
Solicitation: Airfield Pavemt/Med Voltage FB440161 Infrastructr			
Solicitation Type: Formal Bid			
Award Method: Aggregate Cost			
Department: Airport Engineering			
Vendors Complete Bid Total City Comments			
ATLAS ELECTRIC LLC	Complete	\$216,144.75	Defer to 10-6-14 Wichita Airport Authority/Engineering Division
WICHITA ELECTRIC COMPANY INC	Complete	\$236,567.62	

Close Date/Time: 9/19/2014 10:00
AM CST
[Return to the Bid List](#)**Responses:** 2

BIDS WITHIN ENGINEERS ESTIMATE

[Top of the Page](#)

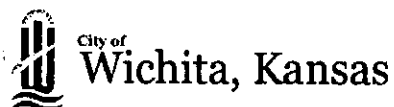
**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line**Solicitation:** FB440166**15 Foot Wing Rotary Mower****Close Date/Time:** 9/19/2014 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Aggregate Cost**Department:** Airport Operations**Responses:** 6

Vendors	Complete	Bid Total	City Comments
JOHN SCHMIDT & SONS INC	Complete	\$74,200.00	Award 9/23/2014 Base Bid w/Opt 1 Wichita Airport Authority/Airfield Maintenance
PRICE BROS EQUIPMENT CO	Complete	\$77,945.00	
MCCULLOUGH ENTERPRISES	Complete	\$78,135.00	
PRAIRIELAND PARTNERS INC.	Complete	\$79,345.00	
SELLERS EQUIPMENT INC	Complete	\$114,760.00	
ANDOVER AUTO PARTS INC	In- Complete	\$0.00	

[Top of the Page](#)

**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB440166 **15 Foot Wing Rotary Mower** **Close Date/Time:** 9/19/2014 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Airport Operations

Responses: 6

Go to: 001

Line 001 | BASE BID: New Unused Current Model 15 Foot Wing Rotary Mower Manufacturer: _____ Model: _____ Year: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PRAIRIELAND PARTNERS INC.	5	Each	\$17,869.0000	\$89,345.00	Complete	John Deere CX15 2014
MCCULLOUGH ENTERPRISES	5	Each	\$19,227.0000	\$96,135.00	Complete	LAND PRIDE RCB6615 LEAD TIME 60-90 DAYS FROM PURCHASE ORDER
PRICE BROS EQUIPMENT CO	5	Each	\$19,589.0000	\$97,945.00	Complete	Landpride Model RCB6615 2014
JOHN SCHMIDT & SONS INC	5	Each	\$19,640.0000	\$98,200.00	Complete	Landpride RCB6615
SELLERS EQUIPMENT INC	5	Each	\$23,762.0000	\$118,810.00	Complete	Schulte XH1500 Series 3 2014
ANDOVER AUTO PARTS INC					No Bid.	

Line 002 | OPTION 1: Trade-In Allowance for five (5) 1999 Schulte XH1500 Mowers. Lump Sum Deduct from Total.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHN SCHMIDT & SONS INC	1	Lump Sum	(\$24,000.0000)	(\$24,000.00)	Complete	Trade allowance \$24,000 total
PRICE BROS EQUIPMENT CO	1	Lump Sum	(\$20,000.0000)	(\$20,000.00)	Complete	
MCCULLOUGH ENTERPRISES	1	Lump Sum	(\$18,000.0000)	(\$18,000.00)	Complete	
PRAIRIELAND PARTNERS INC.	1	Lump Sum	(\$10,000.0000)	(\$10,000.00)	Complete	
SELLERS EQUIPMENT INC	1	Lump Sum	(\$4,050.0000)	(\$4,050.00)	Complete	
ANDOVER AUTO PARTS INC					No Bid.	